

Milano Issaquah Apartments
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September 20, 2022

Site Development Permit Resubmittal For Requested Revisions June and July 2022

APPLICATION:

SDP20-00002
September 25, 2020, original submittal
Fee of \$52,500 Paid Invoice#180599

PROJECT:

Milano Issaquah Apartments LLC

OWNER/APPLICANT:

Attn: Hossein Khorram
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Office
Bellevue, WA. 98005
Cell (425) 830-6606
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Milano Issaquah Apartments LLC

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Landscape Architect, Primary:

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MALSAM TSANG STRUCTURAL ENGINEERING
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REQUEST: Obtain Site Development Permit for this 57,928 sq ft, zoned Village Residential site to remove the existing 1961 environmentally non-conforming 2,920 sq ft single family residence with about 7,929 sq ft of impervious space from the standard Stream buffer. The current single-family structure and impervious space encroaches about 60 ft into the 75 ft Stream Buffer. Developer is proposing for a 25% Stream and 15% Wetland buffer reductions which will provide a 21,995 sq ft newly created natural growth protection area which be restored to their original pristine vegetated condition by removing all impervious spaces and invasive plant species and closed to public.

Applicant is proposing to construct 65 one-bedroom apartments with a building of 75,445 Gross Floor Area with 21,476 sq ft of it to be 2 levels of underbuilding parking and 34,656 sq ft to be units Net Square Feet residential. The building will be environmentally sustainable, LEED certified, utilizing roof solar panels to provide for 48% of the common area electricity with 62% of the parking stalls having access to electric charging stations. Project will have 4 residential levels (Type V-A construction) with 55 parking stalls 4 of which will be surface stalls and rest underbuilding plus 2 underbuilding loading stalls. The project will serve the community with 61 Market Rate and 4 Affordable apartment homes in two underbuilding parking levels (Type I-A construction).

SITE

SITE LOCATION: 2300 Newport Way NW, Issaquah, WA. 98027

KC TAX PARCEL NUMBER:	202406-9057
GROSS SITE AREA:	57,928 sq ft per survey, KC: 58,491
75% STREAM AND 85% WETLAND BUFFERS, RESTORED TO ORIGINAL	21,995 sq ft
DEVELOPABLE SITE AREA:	35,933 sq ft

ROW DEDICATION AREA:	2,682 sq ft
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NEW IMPERVIOUS	26,268 sq ft
REPLACED IMPERVIOUS	5,116 sq ft
TOTAL NEW AND REPLACES IMPERVIOUS	31,384 sq ft

BUILDING

UNITS	65
GROSS FLOOR AREA (gfa)	75,445 sq ft
NET SUARE FEET (nsf)	34,656 sq ft
FAR	1.50
COMMUNITY SPACE:	3,672 sq ft
BUILDING HEIGHT	53.28 ft (front yard from Ave. existing grade, max. 65 ft)
BUILDING FRONT SETBACK	11' 8 1/2" to 13'3" (code allows 0-15')

UNITS MIX

UNIT COUNT OF LESS THAN 600 SQ FT	58
UNIT COUNT OF MORE THAN 600 SQ FT	7
UNIT SMALLEST AREA	442 SQ FT
UNIT LARGEST	737 SQ FT

ZONING

The property is zoned “VR” for Village Residential. The intent of the Village Residential District is to establish and preserve areas for moderate density residential uses and compatible commercial uses.

Submittals:

December 17, 2018

Potential Redevelopment Information.

July 11, 2019

Collaboration Meeting.

March 17, 2020

Transportation Concurrency Application. Permit # CON20-00002

June 22, 2020

Preapplication Meeting. Letter # PRE20-00004.

October 16, 2020

SEPA. Permit # SEP20-00008.

October 14, 2020

Site Development Permit. Permit# SDP20-00002

Notice of Application to Public

October 17, 2020, Notice of Application

October 17, 2020 to December 1, 2020, Notice of Public Comment Period

File # SDP20-00002

November 18, 2020

Traffic Impact Analysis TIA20-00002.

June 26, 2021

Site Development Permit. Permit# SDP20-00002

April 28, 2022

Site Development Permit. Permit# SDP20-00002

July 6, 2022

Neighborhood and Community Meetings

1) PROJECT NARRATIVE

The Project proposes to demolish and remove the existing environmentally non-conforming 2,920 sq ft single family home constructed in 1961 as well as other misc. site structures on a 57,928 sq ft (per survey) almost level site (“Site”), zoned Village Residential.

About 7,929 sq ft of non-conforming impervious space will be removed from the standard Schneider Creek stream (“Stream”) buffer. Most of the non-conforming space includes, but is not limited to a house, garage, storage, septic tank, drain field [emphasis added], possible fuel tank, driveway, sidewalk and compacted crushed rock drive way most of which are well within the buffers of the stream and some in the Wetland B.

An area of 21,995 sq ft, see **Appendix 1** for compliance with the Watershed Company recommendations, Reduced Stream and Wetland Buffer Area, or 38% of the Site for the reduced Stream (75’) and Wetland (63.75’) buffers will be restored to their original pristine vegetated condition by removing all impervious spaces and invasive plant species and enhanced with native plants and habitat features. Finally, all humans, pets and vehicles will be restricted from access to the post construction reduced Stream and Wetland combined buffers as a newly created native growth protection area.

The current untreated site and septic tank’s drain field run off, will be replaced with treated through a Stormwater water quality vault for enhanced treatment of the site’s storm runoff.

The proposal is to construct an environmentally sustainable, 65 apartment home community, about 4 of which are Affordable Units in a 4 stories wood frame building, with 2 levels of underbuilding concrete parking structure in the NW Revival architectural style, similar design to the historic Coleman Building in Seattle, in accordance with the Central Issaquah Architectural & Urban Design Manual in the project’s Traditional Issaquah Design District. Although code allows the proposed building to be constructed with zero setback at the street front, the proposed structure is sited with 11’ 8 ½” to 13’ 3” front yard setback, which is close to the maximum distance of 15’ allowed under Code.

The building is 75,445 ft Gross Floor Area (“GFA”) of which 21,746 sq ft GFA is for the two parking levels. The residential areas Gross Floor Area is 53,969 sq ft and 34,656 in Net Square feet (“NSF”) in residential areas.

The Project has 55 parking, 2 load/unload stalls where only 48 parking stalls is required after taking credit for providing electric vehicle (“EV”) charging stations (provide in excess of what codes requires). In addition, the project is providing 10 bicycle and 2 motorcycle parking stalls.

The Project is contributing to the preservation of open space by paying about of \$90,527.55 as Density Bonus Fee and allocating about 4 Affordable Units, allowed under Central Issaquah Development and Design Standards (“CIDDS”) chapter 5 to increase the Floor Area Ratio (“FAR”) to 1.50 from standard of 1.25 and height (top of roof parapet wall) to 53.28 ft from the base of 48 ft well below the maximum of 65 ft after bonus.

The Project will incorporate 156 roof top solar collectors (not visible from street as they are installed with 5% horizontal slope, 6” above the roof floor) will produce 66,082 kWh of energy every year which provides for about 48% of the common area electricity.

In the next 25 years, Decarbonation with solar collectors will provide equal sustainability to:

- 15,600 Trees Planted
- 1,415 Barrels of Oil Saved
- 60,232 Miles Saved/ Year
- 499 Acres of U.S. Forest
- 603,161 lbs of Coal Saved

The Project will provide and install 10 Electric Vehicle Supply Equipment stations which will serve 34 parking stalls, beyond what is required by Issaquah Municipal Code (“IMC”). Residents will have access to electric vehicle charging stations, partly provided by solar energy.

The Project will pursue LEED or another similar Green Conservation certification program, to increase energy efficiency, improve materials management/ waste activities, encourage carbon-neutral mobility options, land use conservation, and finally, preserving Issaquah’s natural systems.

The Project is creating a Through Block Passage community Space to “connect the building and site uses to the natural area ...” Updated Design Manual (“UD”.2.3.2.3) in order to “... respect, reinforce and strengthen green assets.” (UD.1.1.1).

Further, by placing, this “Public access- walkways between regulated creek or wetland open space and the building frontage” (UD.2.3.2.3.d) we are positioning a 3,667 sq ft Community active use Space between the natural areas and the building (CIDDS Chapter 2, Definitions) . This placement demonstrates how “Community Spaces shall be framed by placing a building or a strong edge on at least one side, preferably more.” (CIDDS 13.2.B.1)

The existing tree and shrub community is severely degraded. The existing shrub layer has been overwhelmed with invasive plant species and native shrubs are virtually nonexistent. The existing tree and shrub cover does not provide proper screening and protection for animals.

The Project will remove 4 significant trees but plant 29 new trees at 6” caliper instead. This major improvement will provide proper screening and protection for wildlife.

The adjacent native growth areas which are to remain, will continue to provide sanctuary for larger animals and we ask the existing ROW Deer Crossing signs to remain.

Milano Issaquah Apartments will be in full compliance with Environmental, Economic Vitality and Housing provisions of Central Issaquah Plan Goals and Policies.

In addition the Project will be in compliance with RCW 36.70A.090, Comprehensive plans— Innovative techniques which requires a comprehensive plan should provide for innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments, and the transfer of development rights.
[1990 1st ex.s. c 17 § 9.]

See Appendix 2 for Compliance with Central Issaquah’s Environmental, Economic Vitality and Housing Goals and Policies as well as RCW 36.70A.090, Comprehensive Plans – Innovative Techniques.

2) SURROUNDING LAND USES:

North: Fully developed, Revel Issaquah an independent living community, owner by Wolff Real estate Partners, Zooned Village Residential. KC #202406-9058.

South: Fully developed, Issaquah Anthology Apartments, owner Security Properties, Zooned Village Residential. KC# 202406-9119.

East: Undeveloped, Conservation/Easement Tract, owner Anthology Apartments an apartment community, Zooned Village Residential. KC# 202406-9129

West: 1) Across the Newport Way NW, Single Family Home, owner Milano Issaquah Residence (same member ownership as the Subject), Zooned Single Family Suburban SF-S, 4.5 DU/ACRE, requested a rezone to MF-M, Multi Family Medium Density 14.52 DU/ ACRE January 2021. KC# 2024069056.

2) Across the Newport Way NW, Townhomes Condominiums, owner Spyglass Hill PH 01 Condominium, Zooned Single Family Suburban SF-S, 4.5 DU/ACRE, KC# 7942070000.

3) Site Area

According to the King County Records the site area is 58,491 sq ft.

The project surveyor calculated the site to be 57,928 sq ft.

When there is conflict between the King County Records and survey the survey shall take precedent. Therefore, the site area of 57,928 sq ft is used for all calculations.

See next page for the King County Assessor’s Office data.

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PARCEL

Parcel Number	202406-9057
Name	MILANO ISSAQUAH APARTMENTS
Site Address	2300 NEWPORT WAY NW 98027
Legal	POR OF NW 1/4 OF SW 1/4-BAAP ON ELY MGN OF ST RD # 2-D 149.08 FT N OF N LN OF SD NW 1/4 OF SW 1/4 TH S 88-21-25 E 501.50 FT TH S 02-11-08 W 405.95 FT TH N 87-53-56 W 209.11 FT TO TPOB TH S 01-41-00 W 357.12 FT M/L TO NELY MGN OF ST RD # 2-D TH NLY ALG SD RD MGN 450.10 FT M/L TO PT BRG N 87-53-56 W OF TPOB TH S 87-53-56 E 250.48 FT M/L TO TPOB

BUILDING 1

Year Built	1961	<input type="text"/>
Building Net Square Footage	2920	
Construction Class	WOOD FRAME	
Building Quality	AVERAGE	
Lot Size	58491	
Present Use	Single Family(C/I Zone)	
Views	No	
Waterfront		

4) Right of Way Dedication

The Project Civil Engineer calculated 2,682 sq ft for current and future Right of Way (ROW) Dedication, including enough for future culvert replacement by City of Issaquah.

5) STREAM AND WETLAND BUFFER R REDUCTIONS, ENVIRONMENTAL CRITICAL AREA BUFFERS AND SETBACKS

- Existing untreated storm run-off into the Stream and Wetland buffers.
- Existing septic tank and drain field are well within the standard Stream buffer and drain field's discharge is released within few feet of the fish bearing Stream and within the wetland buffer.
- Existing home, garage, storage and driveway are environmentally non-conforming impervious spaces and are only few feet away from the Stream.
- Currently there is human, pet and vehicular access to the Stream compromising fish habitat.
- Currently may be an abandoned heating oil tank just a few steps away from the Stream.
- Currently there is human, pet and vehicular access to the Wetland buffer.



- About 7,929 sq ft of non-conforming impervious space will be removed from the standard Stream. This non-conforming space includes but is not limited to house, garage, storage, septic tank, drain field, driveway, sidewalk and compacted crushed rock drive way.
- An area of 21,995 sq ft carved out from the combined reduced Stream (75 ft) and Wetland (63.75ft) buffers will be restored to their original pristine vegetated condition by removing all impervious spaces and invasive plant species. Finally, all humans, pest and vehicles will be restricted from access to the post construction Stream and Wetland buffers to this 21,995 sq ft newly created natural growth protection area.



Schneider Creek Buffer Reduction

6.3.2.2 Schneider Creek Buffer Reduction

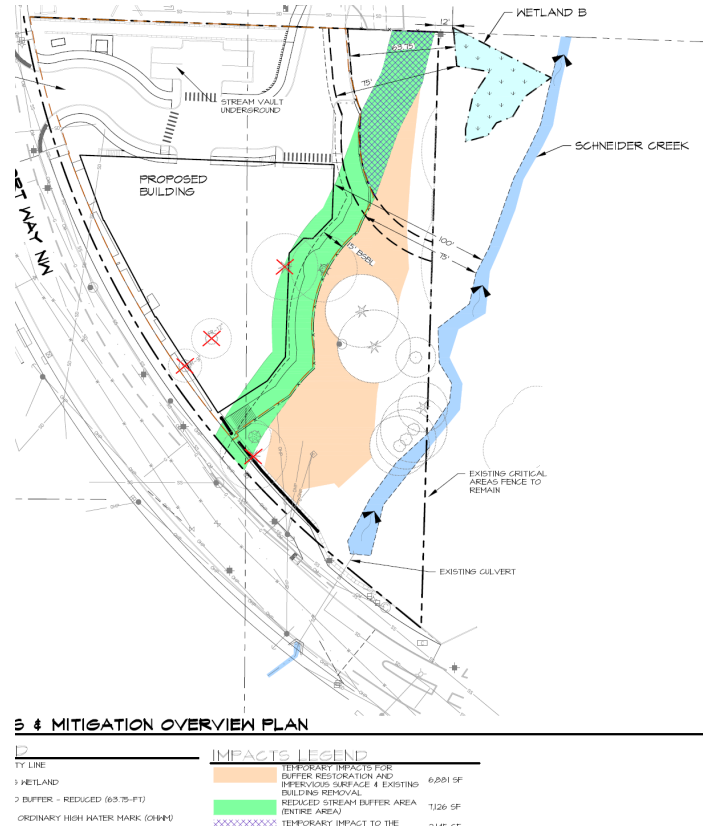
Pursuant to IMC 18.10.790.D(5) – *Stream Buffer Reduction with Removal of Impervious Surface Area*, the standard stream buffer area may be reduced at a 1:1 ratio with the removal of existing, legally nonconforming impervious surface area located within the stream buffer area. A 25% reduction in the Schneider Creek buffer would require the removal of 7,929 sf impervious surface. The additional requirements of IMC 18.10.790.D(5) and the projects compliance with these requirements is discussed in further detail below:

- *the removed impervious area shall be located closer toward the stream than the proposed buffer reduction area;*

There is approximately 11,905 sf of impervious surface found on the property. The Milano Issaquah Apartments development will remove the approximately 7,929 sf found within the standard Schneider Creek buffer. These impervious surfaces include a septic tank drain field, abandoned fuel tanks, and the existing residence and its associated drive aisles which are located as close as 20 feet from Schneider Creek. Impervious surfaces removed will exceed the required amount by 803 sf.

- *The removed impervious area shall be restored with native vegetation, consistent with the stream buffer enhancement plan requirements in subsection (D)(4)(c)(3) of this section;*
- *Existing site characteristics, including buffer vegetation, slopes, etc., and proposed development shall be considered in determining the location of the allowed reduced buffer area.*

Mitigation will be specific to the characteristics of the Site.



Wetland B Buffer Reduction

6.3.2.1 Wetland B Buffer Reduction

Pursuant to IMC 18.10.650(D)(3)(d) – *Wetland Buffer Reduction with Buffer Vegetation Enhancement*, standard wetland buffer widths may be reduced when enhancement of the existing wetland buffer vegetation would demonstratively improve water quality and habitat functions. Being that a portion of the wetland buffer located on the Revel property to the north is covered with impervious surfaces, and on the Milano property by mowed lawn, the buffer may benefit from Restoration. The Client will reduce the buffer of Wetland B from its 75-foot standard buffer to a 63.75-foot reduced buffer. This width reduction will result in a net loss of 781 sf of on-site wetland buffer located outside of the reduced stream buffer area. Per 18.10.650(D)(3)(b),

A wetland buffer may qualify for a buffer reduction under this section when:

(1) The wetland buffer proposed to be enhanced/reduced meets all of the following characteristics:

(A) More than forty (40) percent of the buffer area is covered by nonnative and/or invasive plant species; or

Approximately 91% of the on-site wetland buffer is covered with maintained (mowed) lawn. The remaining percentage is occupied by black cottonwood (*Populus balsamifera*).

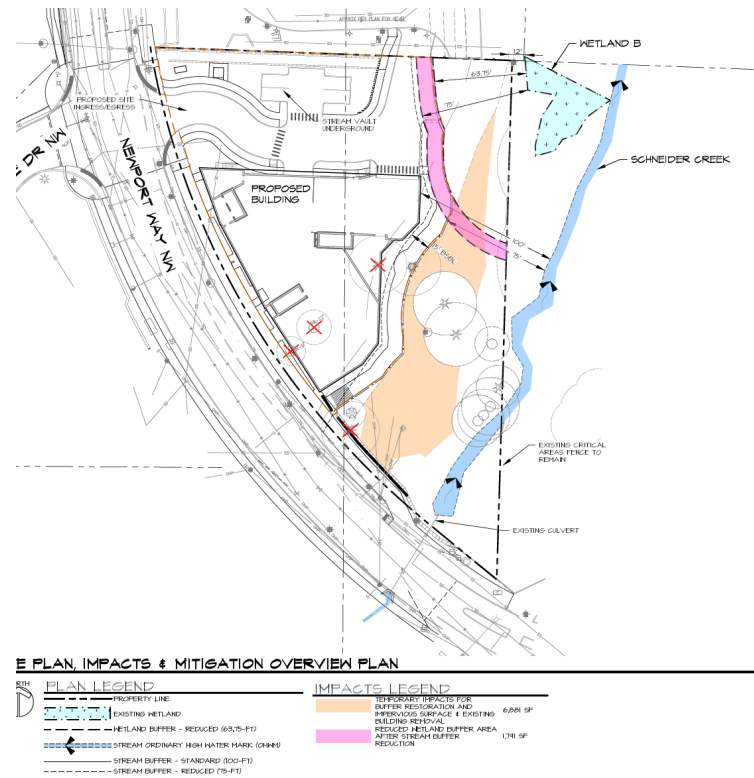
(B) Tree and/or shrub vegetation cover less than twenty-five (25) percent of the buffer area; and

The entire wetland buffer found on-site is vegetated with maintained lawn and black cottonwood. There is no shrub layer, thus, only tree cover is quantified. Survey of on-site tree canopy indicates that 406 sf of the total 7,130 sf of on-site wetland buffer is covered by tree canopy (approximately 5%). This is well below the 25% threshold required per IMC 18.10.650D3(b).

(C) The wetland buffer has slopes of less than twenty-five (25) percent.

Based on LiDAR analysis, the slope of the wetland buffer is approximately 5% on the property.

(2) The proposed development incorporates performance standards to minimize the impacts of the proposed land use, consistent with IMC 18.10.660.



6) Storm Detention Vault Setbacks

City of Issaquah, Stormwater Standards dated February 2021, requires minimum 20 ft distance from Buildings, Property line, Septic Systems and Steep Slopes, see the below table.

SETBACKS/EASEMENTS FOR STORM FACILITIES, BMPs, and PIPES

FACILITY/BMP/PIPE	BUILDING SETBACK (FT) <small>See Note 2</small>	PROPERTY LINE SETBACK (FT) <small>See Note 2</small>	SETBACK FROM SEPTIC SYSTEM (FT) <small>See Note 2</small>	SETBACK FROM STEEP SLOPE (FT) <small>See Note 2 and 3</small>
PUBLIC STORM LINE ¹	7.5FT on both sides	7.5FT on both sides	20FT	50FT
DETENTION TANK	20FT	20FT	20FT	50FT
DETENTION VAULT	20FT	20FT	20FT	50FT
INFILTRATION TANKS & VAULTS	20FT	20FT	100FT	200FT
INFILTRATION TRENCH	10FT	5FT	Down gradient from septic system	50FT
INFILTRATION DRYWELL				
ALTERNATIVE INFILTRATION SYSTEMS (new technology)	20FT	20FT	100FT	200FT

Note 1: Easement width over public storm facilities and other storm elements shall be 15ft minimum, centered over the storm facility. Storm lines must be centered within the easement, 7.5ft measured from pipe centerline.

Note 2: (applies to all easements and setbacks): In addition to below grade and at grade, setbacks also include the area above grade such as building overhangs on upper floors. Encroachments into easements and setbacks shall be avoided, but maybe considered on a case by case basis. The intent is to protect the entire area above the easement from encroachment (from items like upper floors or other significant structure elements). Fire code height of 14ft minimum must be maintained. See IMC 18.07 for a list of architectural features allowed into required setback.

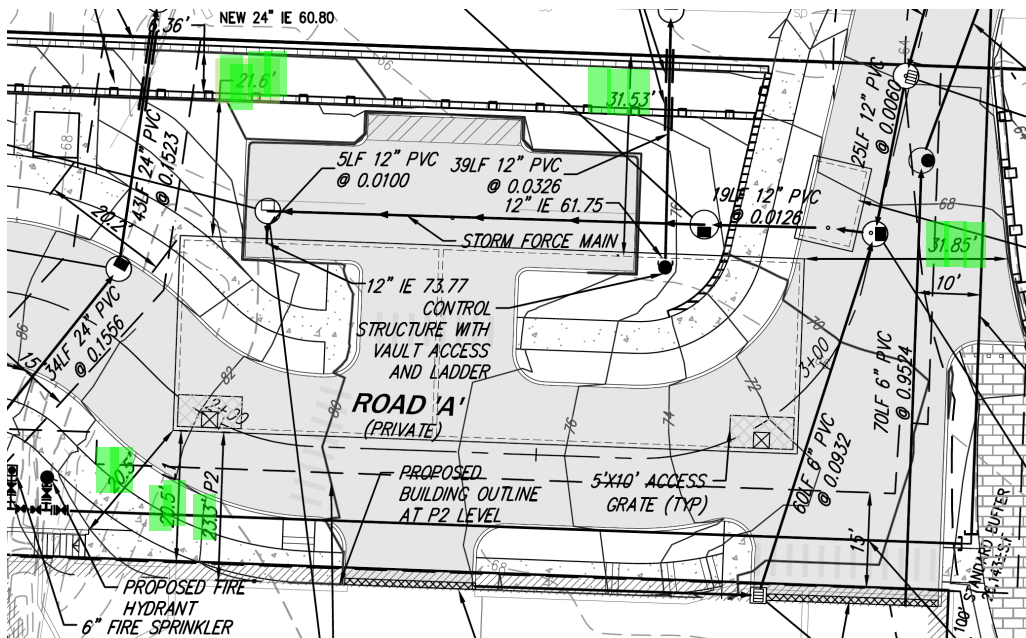
Note 3: Setback distance maybe reduced with written support from a geotechnical professional and double peer review at the applicant's expense.

Below you will find the proposed detention vault setbacks from property line, buildings and nearest eave:

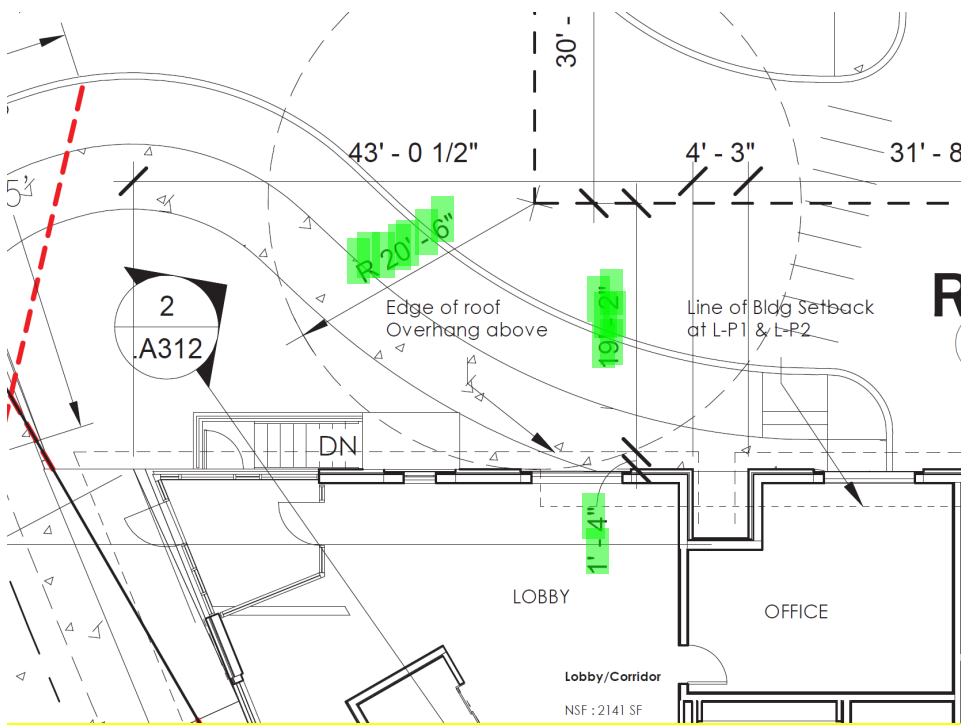
Detention Vault Setbacks From Property Line and Building Proposed

Northern property line	31.53 ft
Northern 4ft + retaining wall	21.6 ft
Building Parking Levels wall	23.3 ft
Building Residential Levels wall	20.5'
Building External Staircase	20.5'

See next page for diagrams.



Per IMC 18.07.040 (D).8 the Eave can project 18" into the Detention Vault setback. The proposed eave has 12" projection.



Although dry utilities are not shown on the plans the applicant will follow the Stormwater

Standards – February 2021 standards listed below:

C. Setbacks and Clearances from other Utilities

All clearances listed below are from edge-to-edge of each pipe.

1. Clearances - Horizontal clearances from storm pipe and stubs

a. Cable TV	5 feet
b. Gas	5 feet
c. Power	5 feet
d. Sanitary Sewer	5 feet
e. Telephone, Fiber Optics	5 feet
f. Water	10 feet

2. Vertical clearances from storm pipe and stubs

a. Cable TV	1 foot
b. Gas	1 foot
c. Power	1 foot
d. Sanitary Sewer	1 foot
e. Telephone,	Fiber Optics 1 foot
f. Water	2 feet

3. For open channels, horizontal and vertical clearance requirements will be determined on a case by- case basis.

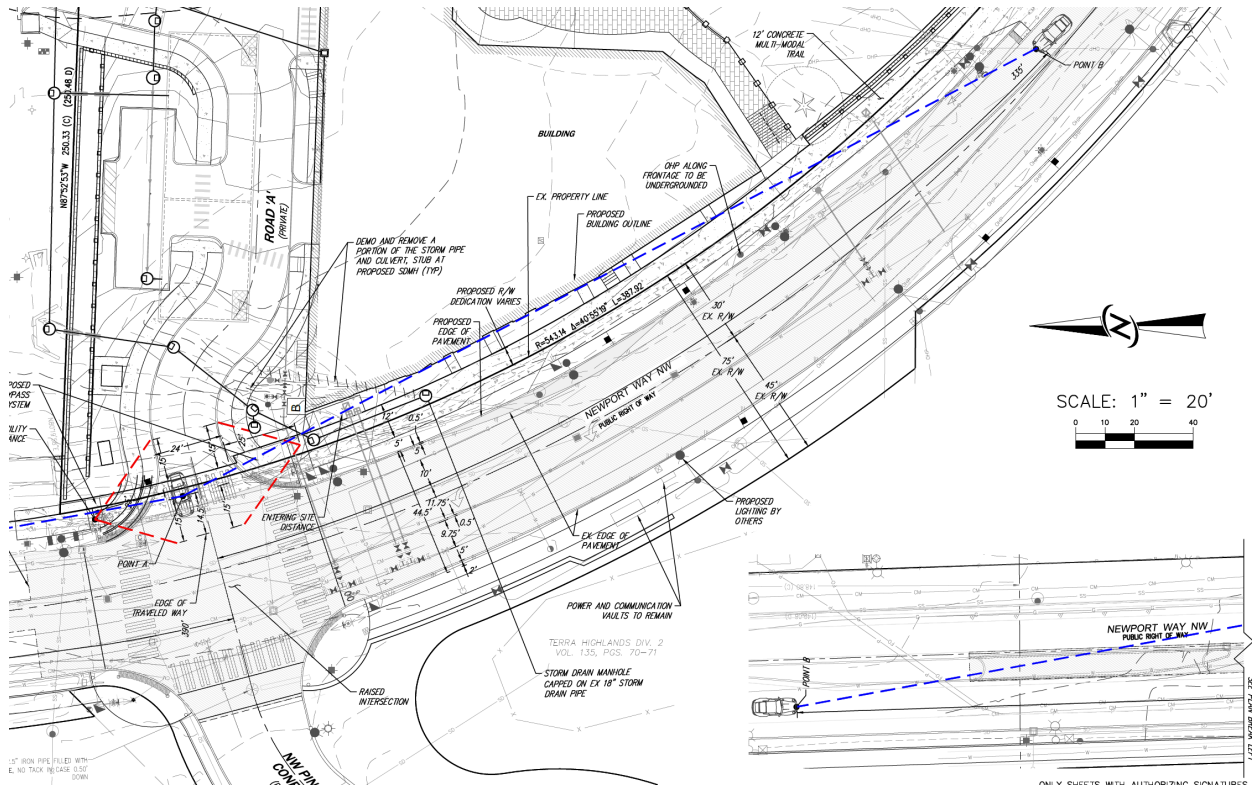
4. Parallel Utilities - Check for crossing or parallel utilities. Avoid crossing at highly acute angles (the smallest angle measure between utilities should be between 45 and 90 degrees).

5. Crossing Water Mains - Where storm pipes cross over or below a water main, one full length of pipe shall be used with the pipes centered for maximum joint separation.

6. Utilities Coordination - Send a letter and preliminary plan to existing utilities to inform them of new construction. Request as-built information and incorporate into plans and Storm Drainage Report. At a minimum, the following utilities should be contacted: cable television, natural gas, power, sanitary sewer, telephone, water, and telecommunications companies.

7) Sight Distance Left and Right Turns

The left turn sight distance to 335ft was fixed and is clear of building and building frontage hardscaping. Additionally, the right-hand turn is displayed to show it is clear of all obstruction. See the below diagram.



8) Density Bonus Program

Per Development Standards 5.2 State Enabling Legislation This Chapter is adopted pursuant to RCW 36.70A.090, Comprehensive plans – Innovative techniques, which states, “A comprehensive plan should provide for innovative land use management techniques, including, but not limited to, density bonuses, cluster housing, planned unit developments, and the transfer of development rights.”

Under Development Standards Table 4.4A, District Standards Summary Table for Village Residential (VR) Zone allows a FAR base of 1.25 and height of 48 ft. Under the density bonus program Table 4.4A the FAR can be increased to 3.0 and height to 65.

Project is proposing FAR of 1.50 and 53.28 ft to the top of the roof parapet wall and 54.21 ft to the top of the roof community space railing both are well below the maximum allowed.

Table 4.4A District Standards Summary Table¹												
Zoning Districts	Floor Area Ratio (FAR)						Height⁴		Setbacks⁵		Build-To-Line⁶ (Maximum Setback)	Maximum⁷ Impervious Surface
	Min²		Base³		Max							
	Residential	Commercial	Residential	Commercial	Residential	Commercial	Base	Max⁸	Side	Rear		
Village Residential	n/a	n/a²	1.25	1.0	3.0	3.0	48'	65'	0'	0'	0' - 15'	80%
Mixed Use Residential	n/a²	n/a²	1.25	1.0	2.0	2.0	40'	65'	7'	7'	0' - 10'	80%
Urban Core⁹	.75	.55	3.0	1.25	5.0	5.0	60'	125'	0'	0'	0' - 10'⁵	95%
Mixed Use¹¹	n/a²	n/a²	2.5	1.25	3.5	3.5	60'	85'	0'	0'	0' - 10'⁵	90%
Intensive Commercial	n/a²	n/a²	.5	.5	.5	.5	48'	65'	0'	0'	0' - 10'	90%
Single Family – Suburban	See IMC 18.07, Required Development and Design Standards											
Community Facilities (except Public Schools and Public Buildings)	Determined by most restrictive contiguous zoning.¹⁰											
Urban Village	No Changes											

Site Area per Survey

57,928 sq ft

Less Inside Area of Reduced Stream and Wetland buffers per Survey

<21,995 sq ft>

Proposed Developable Site Area

35,933 sq ft

Under Development Standards, District Standards Summary Table 4.4A for Village Residential (VR) Zone allows Base FAR of 1.25 for Residential use.

FAR= Gross Floor Area / Developable Site Area

Gross Floor Area= FAR X Developable Site Area

Base Gross Floor Area at FAR of 1.25= 1.25 X 35,933 sq ft= 44,916.25 sq ft

Proposed Gross Floor Area (Total Area Minus Parking) = 75,445-21,476= 53,969 sq ft

Proposed Gross Floor Area FAR= Proposed Gross Floor Area/ Developable Site Area

Proposed Gross Floor Area FAR= 53,969/ 35,933= 1.50 Max. is 3.00 per table 4.4A

Density Bonus Program

Development Standards Table 5.4, Summary of Required Public Benefit are listed below:

Developer wishes to use 2/3 of its Density Bonus to be Fee Based per Development Standards Section 5.7.B. as following:

The density bonus fee shall be fifteen dollars (\$15.00) per square foot of building area

above the base height and/or FAR as established in Table 4-4 District Standards Summary Table.

Developer wishes to use 1/3 or the remainder of its Density Bonus to be Affordable Housing per Development Standards Section 5.5. to be 80% of King County Median Income and the remainder 20% at 50% of King County Median Income.

Table 5.4 Summary of Required Public Benefit						
Type of Development	Mandatory			Elective Options		
	Public Benefit	Portion	Amount	Density Bonus Fee	On-Site Affordable Housing	Public Open Space
	(1)	(2)	(3)	Section 5.7	Section 5.5	Section 5.6
Commercial	Density Bonus Fee (See Section 5.7)	33% of the density bonus square footage	\$15 per square foot	\$ 15 per square foot of the density bonus allotted to this option	Affordable housing for low income households for 20% of the density bonus square footage allotted to this option	One square foot of on-site open space, outside of critical areas, per square foot of the density bonus allotted to this option OR TDR Acquisition
Retail						
Other non-residential uses						
Residential	On-site affordable housing (See Section 5.5)	33% of the density bonus square footage	20% of the area in column 2 for low income households			
Mixed Use Residential						

Development Standards: 5.0 Density Bonus Program
Updated Ord 2754, 12-22-15 Page 2 of 5

Net Square Feet units= 34,656 sq ft

Proposed Gross Floor Area= 53,969 sq. ft.

Gross Floor Area under Proposed =	53,969 sq ft
Gross Floor Area at Base FAR of 1.25=	<u>44,916.25 sq ft</u>
Additional Requested Gross Floor Area above base 1.25=	9,052.75 sq ft.

Optional 2/3 Density Bonus Area= $9,052.75 \times 2/3 =$ 6,035.17 sq ft
Optional 2/3 Density Bonus Fee= 6,035.17 sq ft x \$15/ sq ft= \$90,527.55

Mandatory 1/3 Affordable Housing Area= $9,052.75 \times 1/3 =$ 3,017.58 sq ft
80% at 80% K.C. Median Income Gross Area= $3,017.58 \times 80\% =$ 2,414.06 sq ft
20% at 50% K.C. Median Income Gross Area = $3,017.58 \times 20\% =$ 603.52 sq ft
Percentage Net Square Feet units / of Gross Floor Area $34,656 / 53,969 =$ 64.21%

80% at 80% K.C. Median Income Net Area= 2,414.06 sq ft x 64.21%= 1550.07 sq ft
20% at 50% K.C. Median Income Net Area= 603.52 sq ft x 64.21%= 387.52 sq ft
Affordable Housing Net Square Feet 1937.59 sq ft
Average Unit Size= 533.29 sq ft
Affordable Units Count= $1,937.59 / 533.29 =$ 3.633 round to 4
Affordable Units Mix 3 at 80% K.C. Median Income
1 at 20% of K.C. Median Income

Definitions

<https://www.issaquahwa.gov/DocumentCenter/View/1407/02-Development-Standards---Definitions>

Site: The total area of a subject property including designated parcels, tracts or areas of land established by a Development Permit such as a Site Development Permit, Master Site Plan, Planned Unit Development, plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon as a unit.

Gross Site Area: See Site Area, Gross

Site Area, Gross: The total area of a Site prior to any deductions for public or private roadways, dedicated right-of-way, exclusively used easements or special purpose overlay districts.

Site Area, Base: The gross site area minus internal private roads and/or exclusively used easements.

Site Area, Developable: The gross site area minus deductions for critical areas and associated buffers as required by Chapter 18.10 IMC, Environmental Protection and minus deductions for Significant Public Plazas and Significant Public Parks as shown on Figure 7B.

Site Area, Net: The Gross Site Area minus the area used for public or private roadways, dedicated right-of-way, easements and any area in special purpose overlay districts, critical areas and associated buffers as required by Chapter 18.10 IMC, Environmental Protection.

Floor Area, Gross: The sum of the total horizontal areas of the several floors of all buildings on a lot, measured from the interior faces of exterior walls. The term includes basements, elevator shafts and stairwells at each story; floor space used for mechanical equipment with structural head room; interior balconies; and mezzanines. Gross floor area shall not include outside balconies that do not exceed a projection of six (6) feet beyond the exterior walls of the building, rooftop mechanical structures, and structured, underbuilding parking associated with residential units such as garages, carports, or surface parking, or any other forms of parking (Ord 2687 § 1, 2013).

Floor Area Ratio (FAR) : The relationship between the amount of Gross Floor Area in a Building (or Buildings) and the Developable Site Area on which the Building(s) stands. It is obtained by dividing the Gross Floor Area of a Building by the Developable Site Area.

Developable Site Area: See Site Area, Developable

Site Area, Developable :The gross site area minus deductions for critical areas and associated buffers as required by Chapter 18.10 IMC, Environmental Protection and minus deductions for Significant Public Plazas and Significant Public Parks as shown on Figure 7B. The below formula for density calculations is designed to provide incentives for the preservation of critical areas and critical area buffers, flexibility in design, and consistent treatment of different types of development proposals. The formula shall apply to all properties on which critical areas such as streams, wetlands, steep slopes, and floodways of streams and associated critical area buffers limit land area available for development. The formula lists the maximum density credits that may be transferred on a particular site from the critical area to a developable site area

9) Building Height

Under Development Standards Table 4.4A, District Standards Summary Table for Village Residential (VR) Zone allows base Height of 48 ft and 65 ft with Max. Height.

Measuring average grade of the existing or finished grade from Newport way orients development so that it defines the Public Realm and implements the Standards in Chapter 11.0. Site sections 11.3.D.8 and 11.3.F – I; and Standards in Chapter 14.0 Buildings will be met with the grade chosen, specifically sections 14.2.D and F, 14.3.A.5 and 14.4.A - B; and it enhances the Public Realm adjacent to designated and additional circulation facilities; and avoids extreme character altering filling; and provides for a grade relationship to the street between buildings and the designated circulation facility; and complies overall with Vision of the Central Issaquah Plan and the Purpose and Intent of the Central Issaquah Development and Design Standards.

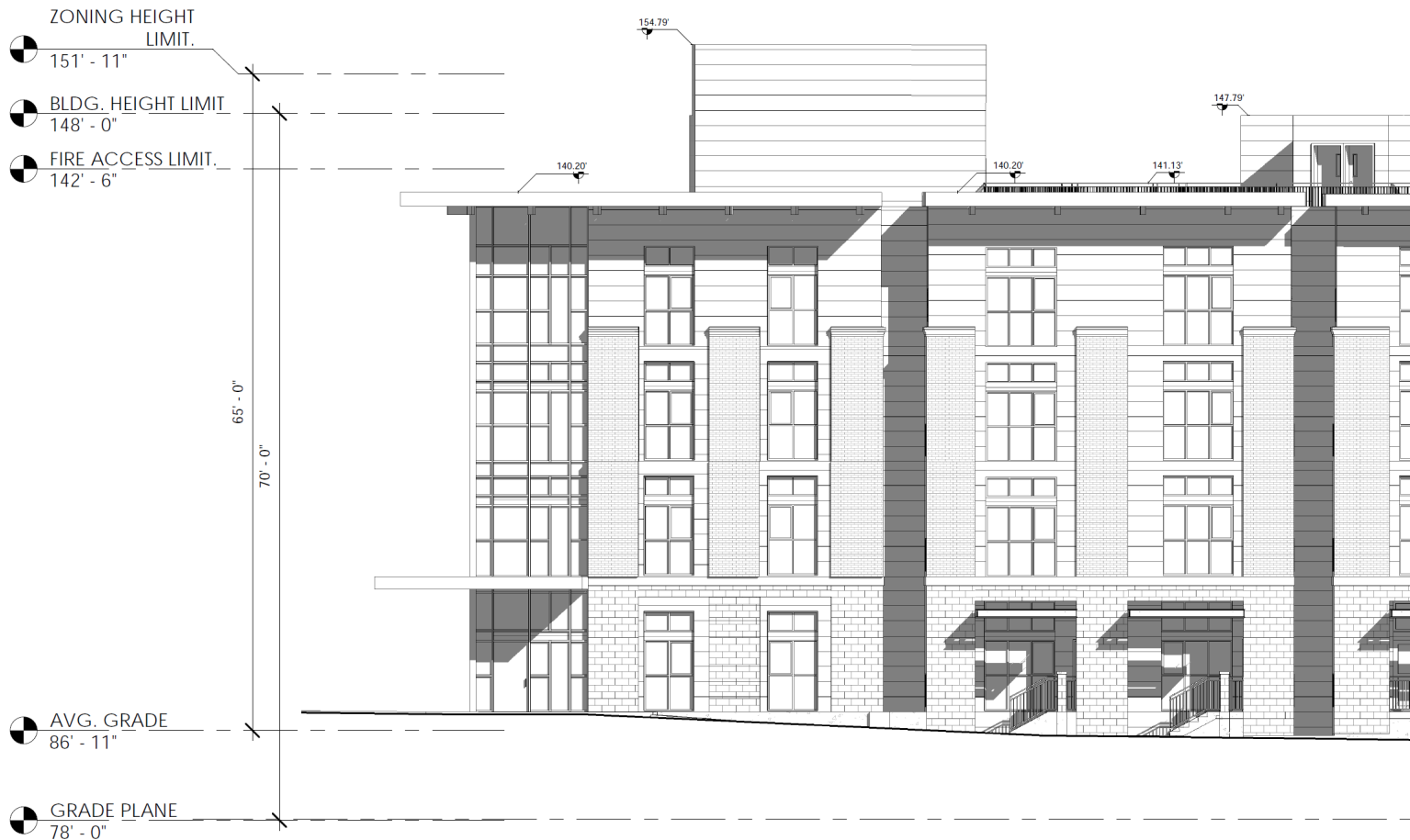
IMC 18.07.060(B)(4) (g) & (h) provides exceptions to the building height for “ g. Mechanical penthouse or ornamental screening for rooftop heating, ventilating, and air conditioning equipment, and stair towers (to the minimum required by the Building Code); h. Elevator shafts to the minimum required by Code; “

Proposed

Building, Parapet Wall Elevation	140.20 ft
Roof Community Space Railing Elevation	141.13 ft

<u>Ave. Grade on Newport Way Elevation</u>	<u>86.92 ft</u>
Building Parapet Wall Height	53.28 ft
Roof Community Space Railing Height	54.21 ft

Maximum with bonus is 65 ft, see table 4.4A and proposed is well below the maximum



10) Building Setbacks

Under Development Standards Table 4.4A, District Standards Summary Table for Village Residential (VR) Zone setbacks are:

Required

Built Line (Maximum Setbacks) 0'-15'

Side:0'

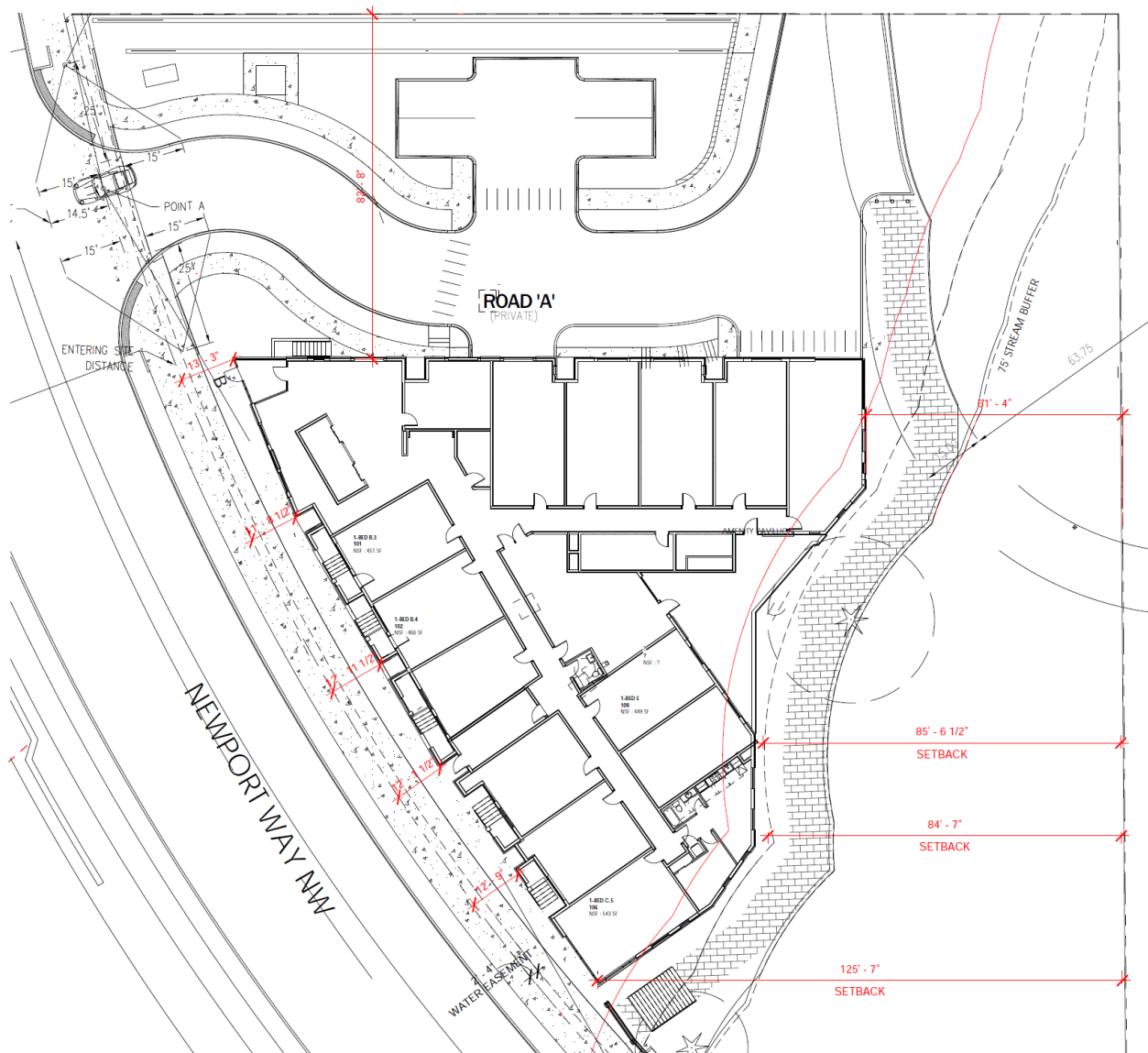
Rear:0'

Proposed

Built line 11' 8 1/2" to 13' 3"

Side 82' 8"

Rear 61' 4" to 125' 7"



11) PARKINGS

Parking Stalls = 55
Load Stalls= 2

Per IMC 18.09.140 Electric Vehicle Charging Parking Provisions 10% of total parking Spaces shall have Electric Vehicle Supply Equipment (“EVSE”) and 10% be Electric Vehicle Ready(“EV-Ready) parking spaces.

Table A.1 Residential Electric Vehicle (EV) Charging Infrastructure

Use ¹	Number of EVSE Parking Spaces	Number of EV-Ready Parking Spaces
New multifamily (R1 and R-2, and I-2 occupancies) and any other multi-unit residential building not meeting the definition of “multifamily residential building” under the state building code, RCW 19.27.015(4)	10% of total parking spaces	30% of total parking spaces
Existing multifamily buildings undergoing substantial improvement ² (R1, R-2, and I-2 occupancies) and any other multi-unit residential building not meeting the definition of “multifamily residential building” under the state building code, RCW 19.27.015(4)	10% of total parking spaces	20% of total parking spaces

Required
EVSE- 55 x10%= 5.5 rounded to 6
EV-Ready 55 x30%= 16.5 rounded to 17
Total EVSE and EV- Ready 23

Proposed
Applicant will propose to 10 electric charging stations to serve 34 parking stalls bases as EVSE, see below and **Appendix 3.**

P2 Level and outside parking
6 electric charging stations serving 19 stalls

P1 Level
4 electrics charging stations serving 15 stalls

P1, P2 and outside parking
10 electric stations serving 34 stalls



CT4021



The First
ENERGY STAR®
Certified EV Charger

Per Development Standards Table 8.10-1, the minimum parking standards for 1 bedroom units equal or less than 600 sq ft, in) the minimum required parking is 0.75, see below:

Table 8.10-1 Table of Vehicular Parking Spaces		
LAND USE (NSF: Net Square Footage)	MINIMUM NUMBER OF PARKING SPACES REQUIRED	MAXIMUM NUMBER OF PARKING SPACES ALLOWED ¹
RESIDENTIAL		
Single Family Attached or Detached	1 per unit or .75/ unit if the unit is less than or equal to 600 sq. ft.	2 per unit
Accessory Dwelling Unit		1 per unit
Multifamily		
Multifamily: Studio Apartment		1 per unit
Multifamily: One Bedroom Apartment		1.25 per unit
Multifamily: other than Studio Apt. or one bedroom		2 per unit
Nursing Home	Determined by Director based on parking study by a professional with expertise in traffic and vehicular parking analyses.	1 space per 3 beds
Residential Care Facility		.5 per unit + 1 space per employee @ max. shift
Retirement Home		1 space per 3 beds
Rooming House and Boarding House		1 per unit
Senior Assisted Care Facility		.5 per unit + 1 space per employee @ max. shift
Senior Housing (large and small scale)	.5 per unit + 1 space per employee at peak times	1.5 per unit
Residential-Other		
Bed & Breakfast/Guest House	Determined by Director based on parking study by a professional with expertise in traffic and vehicular parking analyses.	1 per manager's unit and 1 per guest room
RETAIL		
including the following stores department, drug, pharmacy, feed, agricultural, grocery, convenience, hardware, liquor, paint, wallpaper, parts and accessories, plants, nursery, plumbing, wholesale, outlet, antique, appliance, bakery, bookstore, brewery, winery, confectionery, candy, fabric, florist, formal wear, tuxedo rental, furniture, gift, hobbies, toys, games, jewelry, laundromat, leather work and sales, locksmith, meat market, butcher, pawn, pet, photographic studio, photo supplies, second hand, consignment, shoe sales and repair, sporting goods, bicycle, stationery, card, video		

Per Development Standards: 8.13.11 “For every electric vehicle charging station provided, the required number of parking spaces may be reduced by an equivalent number, provided the total reduction does not exceed five (5) percent of the total required parking spaces. “

It continues as “For example, if forty (40) parking spaces are required and two (2) electric vehicle charging stations are provided, the total required parking may be reduced to thirty-eight (38) spaces, yielding thirty-six (36) “regular” parking spaces and two (2) electric vehicle charging parking spaces. Note that in this example the total reduction may not be in excess of two (2) spaces ($40 * 5\% = 2$), so if three (3) electric vehicle charging stations were provided

instead, the total reduction in required parking would still be two (2) spaces, yielding thirty-five (35) “regular” parking spaces and three (3) electric vehicle charging parking spaces.

Minimum Parking Stall Requirements

Parking for 58 units less than 600 sq ft= 58 x 0.75 parking/ unit=	43.5 stalls
Parking for 7 units over 600 sq ft= 7 x 1=	<u>7 stalls</u>
Total	50.5

Maximum 5% parking stall for providing 10 EV charging stations	<2.5>
Total adjusted parking	48

Parking Stall Provided	55
Loading Stall Provided	2

Bicycle Parking

Required	10
Provided	10

Motorcycle Parking

Required	2
Provided	2

12) Impervious surface area

Under Development Standards Table 4.4A, District Standards Summary Table for Village Residential (VR) Zone allows a maximum impervious surface area of 80%. Critical areas and buffers may be counted toward the pervious surface requirement.

Max Impervious Space Allowed

Site Area per Survey	57,928 sq ft
ROW Dedication	<u>-2,682 sq ft</u>
Site Area, minus ROW dedication	55,246 sq ft
Maximum Impervious Space allowed = 55,246 x 80%	44,196.80 sq ft
TOTAL NEW AND REPLACES IMPERVIOUS	31,384 sq ft

Proposed 31,384 sq ft New and Replaced Impervious space is well below the 80% allowed of 44,196.80 sq ft Maximum Impervious space.

Definitions

Impervious Surface definition: A hard surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops and eaves, walkways, patios, decks (covered or open slat construction are both considered impervious), driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads, packed earthen materials, rockeries and oiled macadam or other surfaces which similarly impede the natural infiltration of surface and storm water runoff. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces for the purposes of this definition.

13) Impact & Mitigation Fee Schedule

Traffic, Fire, Schools, Parks, General Government, Police, Pedestrian and Bike Facilities impact and mitigation fee schedule fee is shown in **Appendix 4**, except what provided below at the last review:

"Transportation Impact Fees. To mitigate long-term traffic impacts, the City of Issaquah requires payment of a traffic impact fee and a bicycle and pedestrian mitigation fee. The City's currently adopted impact fee rates for Multifamily (Mid-Rise) are \$5,436.12 per unit (traffic impact fee) and \$804.56 per unit (bicycle and pedestrian mitigation fee). Impact fee credit for the single family detached home to be removed is \$9,173.10 for the traffic impact fee and \$1,357.12 for the bicycle and pedestrian mitigation fee. Final impact fees will be determined based on the final unit count and traffic impact fee rates effective at time of building permit issuance."

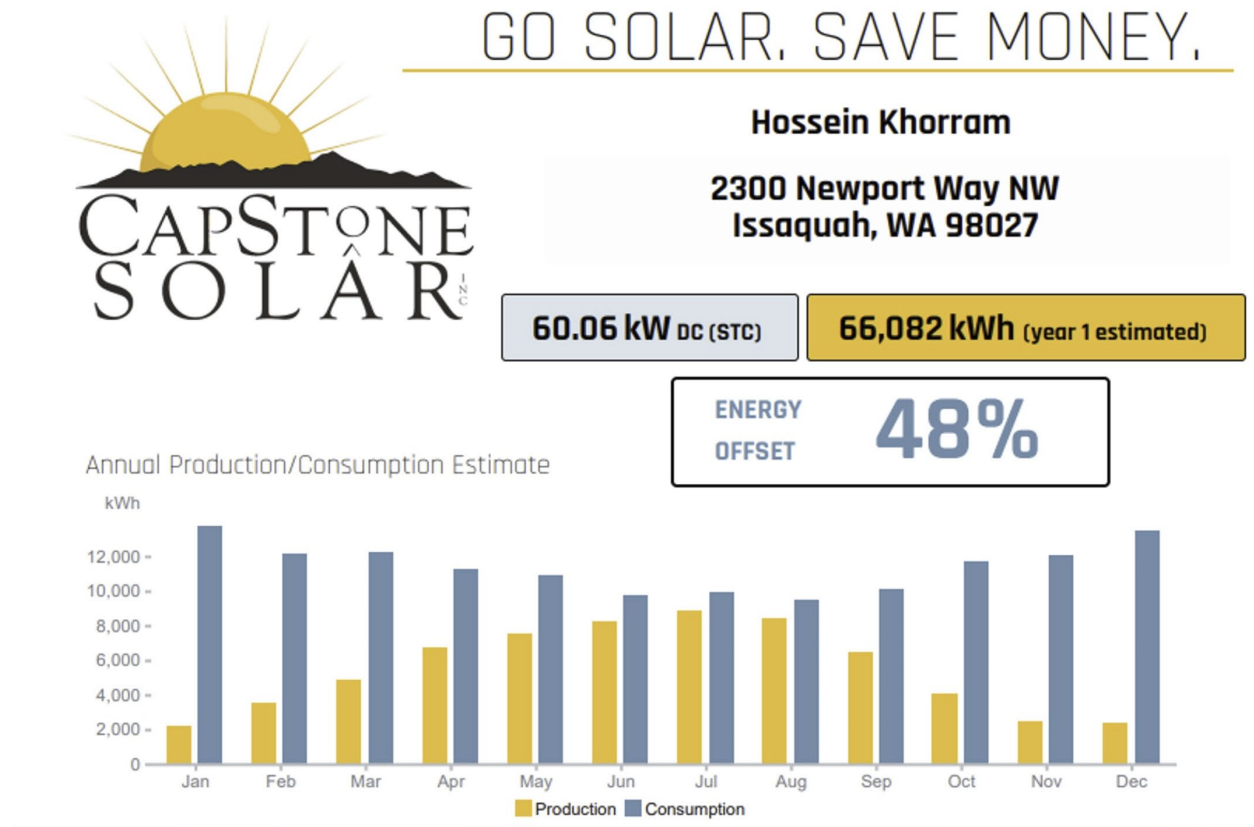
In **Appendix 4**, under exemptions to Impact & Mitigation Fee lists: "Limited exemptions are established in each of the impact fee ordinances. Affordable Housing [emphasis added] and Accessory Dwelling Units are the most common exemptions."

The developer is proposing street frontage improvements to Newport way NW to a corridor concept.

14) Solar Collectors

The Project with 156 roof top solar collectors (not visible from street as they are installed with 5% horizontal slope, 6" above the roof floor) will produce 66,082 kWh of energy every year. The proposed system will offset about 48% of the entire common area energy consumption annually.

See **Appendix 5**



In the next 25 years Decarbonation with solar collectors will provide equal sustainability to:

- 15,600 Trees Planted
- 1,415 Barrels of Oil Saved
- 60,232 Miles Saved/ Year
- 499 Acres of U.S. Forest
- 603,161 lbs. of Coal Saved



Milano Issaquah Apartments, Issaquah WA & CapStone Solar

DECARBONIZE WITH SOLAR

an investment in our future

Within 25 years, our solar is the same as:



15,600 Trees Planted



60,232 Miles Saved / Year



1,415 Barrels of Oil Saved



499 Acres of US Forest



603,161 lbs of Coal Saved

For more information about the benefits of solar call 360-318-3984

15) Leadership in Energy and Environmental Design (“LEED”)

Project will pursue LEED or a similar nationally recognized certification. Leadership in Energy and Environmental Design (“LEED”) is an internationally recognized Green Building Council certification system providing third party verification that a building or community was designed and built using strategies aimed at improving performance across all the metrics that matter most: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.



Project is proposing to use no gas use or gas connection and for heating, cooling or any other use. Project is proposing to use more efficient electric heat pumps, for common area as well as unit HVAC's and no electric resistance heating will be used. Additionally Applicant is proposing to utilize solar panels to provide for about 48% of the common area electric consumption. Project is proposing 10 electric charging stations, serving total of 34 stalls or 62% of the parking stalls, well in excess of what is required by IMC.

16) Through Block Passage (see the TRA Landscape Plans)

design feature (CIDDS 11.2.E) with natural stone edged stairs to introduce natural form at this hard edge. Also included in the stairs would be a bike tunnel to make it easy for bikers to move

Up and down the stairs as “pedestrian and bicycle circulation needs should be raised to a priority equal with motorized circulation priorities (CIDDS 11.2.B) .



It is proposed to install natural timber benches for seating to connecting the users back to the environment, “integrate with nature and surrounding “ (CIDDS 16.2.A) . The benches will provide a place to rest but also a good place to watch wildlife (CIDDS 11.4. B.3) in the wetland area to emphasize the “Sense of Place...to generate a sense of belonging, community and interest” (CIDDS 11.2.C).

The landscape buffer next to the building will be native or naturalized plants that will encourage wildlife through nesting materials or scavenging food, “ to reinforce Issaquah’s natural setting,...” (CIDDS 16.2.M.).

This buffer will be bermed up the building wall to increase the buffer affect along with softening up the building edge (CIDDS 16.2.C). The buffer will use larger plant material at the time of planting and “ Tree species and locations shall be strategically selected to moderate building mass,...” (CIDDS 16.2.J) to give a feeling of a more established buffer like feeling .

Green Screen panels on the building will not only accommodate plant material to create a soft natural backdrop along building, but also act as a canvas for art depicting the life of salmon (CIDS 16.2. A ,B , C, D ,F ,G ,H & I).. The artistic element not only livens up the space but also brings conscious of the wetland and its importance to our eco system.

A small natural stream like Water – Oriented Features will be installed to continue to create an appeal to the senses to establish a relationship to the existing stream and wetland (CIDS 11.4.B.4). The streams will act as a base to show salmon sculptures migration swimming up the stream to their final end. The streams will be lighted for the evening to add interest and comfort to the Community Space (CIDDS 13.2.B.7), while “lighting within the and adjacent to critical area shall have no spillover light into critical area....” (CIDDS 17.6.F.)

Currently the existing single-family house encroaches into the 75 ft Stream Buffer by up to 60 ft with structure, septic tank, drain field, play area, fuel tank and vehicular access. Currently there is no observed Stream Buffer in place and there is direct pedestrian access to the stream. This proposal includes closing the Stream Buffer at 75 ft with a cedar split rail, “...while complementary to the architecture and charter of adjacent area [natural areas] “(CIDDS 16.3.B).

Signage has been provided to explain the nearby ecosystems, as well as the fish migration story. Additional items such as a dog watering station and bird feeding station helps complete our interaction with the local community, and provide a wonderful new community space for the City (CIDDS 16.2.O).

17) Frontage Improvements to Newport Way NW

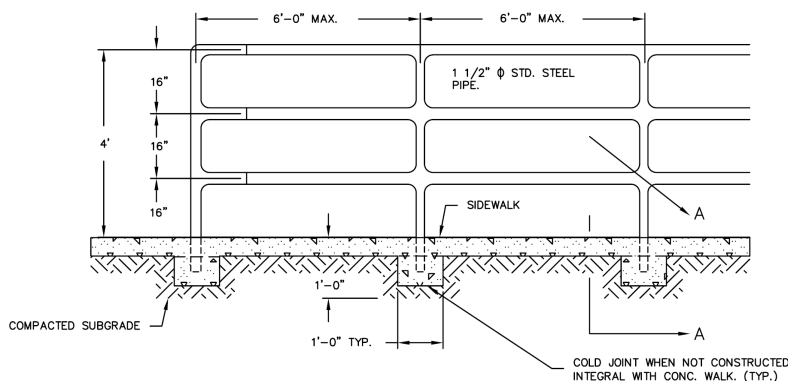
The developer is proposing street frontage improvements to Newport way NW to a corridor concept, for this section of Newport that would re-envision it as a parkway, including a median/turn pockets, landscaped buffers, bike lane, sidewalks/curb gutter (on the property side) including streetlights, guardrail and trellis shown on the plans.



CONCEPTUAL IMAGE

18) Safety Rail Along Newport Way When Required BY IBC

Per IBC section IBC Section 1015.2, guards must be installed along open-sided walking surfaces, including stairs, ramps, aisles, and landings that are located at a height greater than 30 inches measured vertically from the floor or a grade below 36 inches horizontally towards the edge of an open side. However, the Issaquah Street Standards T-41 opening are more than the 4" required by IBC Section 1015.4 as seen below.



Developer is suggesting to relocate the existing safety railing (requested by City's consultant), meeting the IBC Section 1015.4 maximum 4" opening, as shown below. Developer wishes to install IBC Section 1015.4 compliant safety railing with maximum of 4" opening instead of T-41 for safety of pedestrians. See **Appendix 6**

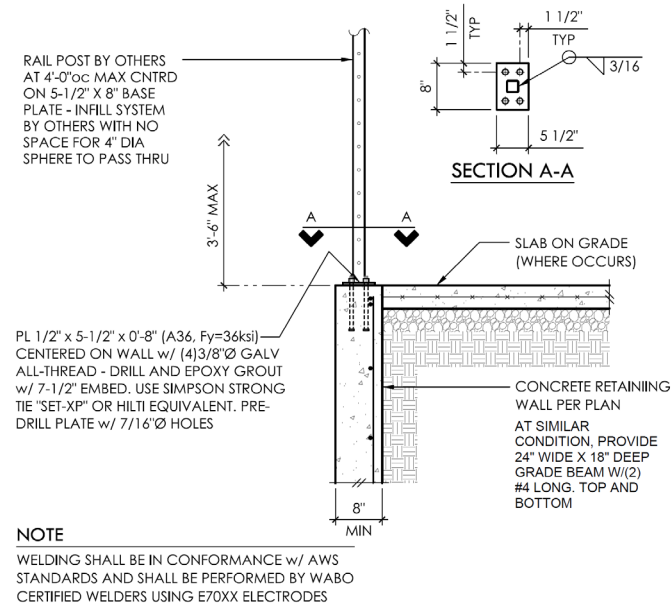


For the newly proposed safety rail, Developer is proposing to install black colored IBC Sections 1015.2 and 1015.4 compliant when required by code, see below excerpt from the architectural plans.



19) Safety Rail Along Upper Northern Railing Wall

Developer is proposing to install black colored IBC Section 1015.2 and 1015.4 compliant, guards on top of the upper Northern cast in place concrete retaining wall, similar to what is shown to the right, except the slab on grade for this project.



20) Northern Retaining Walls Articulation

UD.1.2.1 – Where walls are necessary or desirable, use walls that contribute to the selected architectural style and positively add to the Public Realm.

UD.1.2.1 d. states “Walls up to 4 ft in height and longer than 35 feet in length will be articulated and modulated, at a frequency of, at a minimum, 35 feet.”

The two proposed cast in place concrete retaining walls do not require any modulation per UD. 1.2.1.d. since they are both over 4’ tall. However, both walls will be well detailed with reveals similar to the photo to the right. The cast in place concrete finish and reveals will match that of the parking structure.



Appropriate: Well detailed timber wall adjacent to natural open space.
[Image: Lucy Sloman]

Appropriate: Concrete wall with detail scaled for the adjacent pedestrian, such as reveals and surface treatment.

[Images: Northwestcl.com, Architizer.com]



21) PREVIOUS CULVERT RESPONSE NOT ADEQUATE

Applicant was requested to provide additional documentation to demonstrate the proposed project does not alter Schneider Creek or the existing culvert. The applicant response to use requirements for the Anthology project is not applicable; Anthology project was developed under previous design standards that no longer apply to new and re-development projects.

As previously requested, please respond to the following items in the next SDP submittal:

1. Demonstrate all construction activities for the project and proposed culvert modification are outside the Ordinary High-Water Mark (OHWM) of Schneider Creek. Revise plans to show elevation and location of OHWM around the Schneider Creek Culvert.

Applicant's Response: See Project environmental consultant's submittal and copy attached in **Appendix 7.**

2. Using hydraulic modeling, demonstrate this project and the proposed culvert modification does not change the existing hydraulics of Schneider Creek.

Applicant's Response: See Project civil engineer's response in the civil set.

3. Demonstrate the project and proposed culvert modification do not "alter" the creek. See definition of "alteration" in IMC 18.10.390 and stream protection mechanisms in IMC 18.10.770."

Applicant's Response: See Project environmental consultant's submittal and a copy is attached in **Appendix 8.**

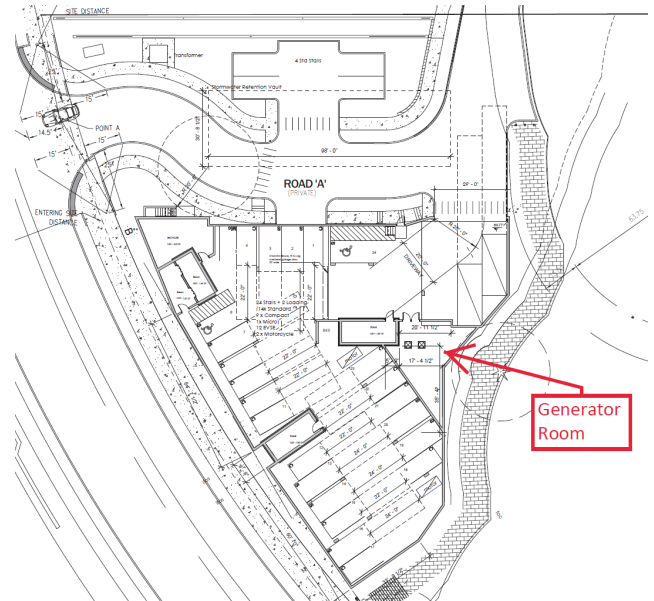
Revise the Plan/Storm TIR to follow the above criteria to adequately demonstrate the proposed project does not alter Schneider Creek or the existing culvert. This is required prior to Engineering Approval of the preliminary design during the land use permit process.

Applicant's Response: See Project civil engineer's response in the civil set.

22) Diesel Generator

Generator is in the concrete parking level P2.

Architect will add ventilation louvers for the generator room ventilation.



① Colored East Elevation
SCALE: 3/32" = 1'-0"

will add vent
louvers for
generator
venting

23) Trash/ Recycle Compactor Room and Staging Area

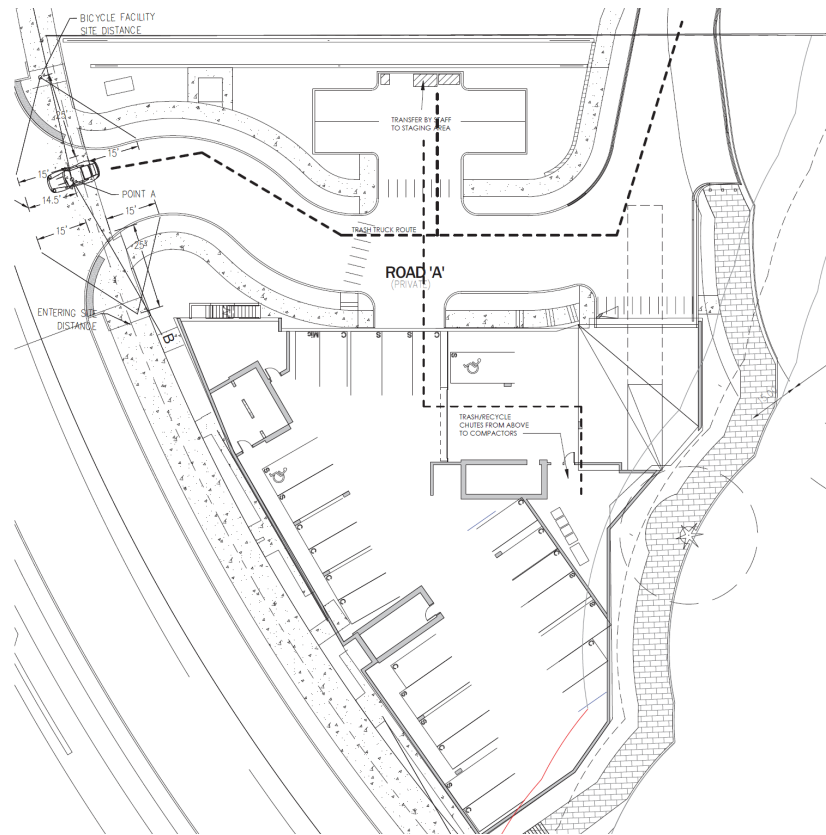
One trash chute and one recycle chute directs trash and recycle to the centrally located compactor room containers as shown to the right and the architect plans.

Once a week , just before pickup times, the property maintenance will haul trash and recycle containers to the staging area for pickup by Recology. Immediately after Recology's pickups the containers will be returned to the compactor room.

The property maintenance will pickup cardboards daily from the four trash/recycle chute rooms, one on each floor, deliver them to cardboard container at the compactor room.

One a week property maintenance will haul card board container to the staging area for pickup by Recology.

The staging time will be minimized by timing with Recology pickup schedule.

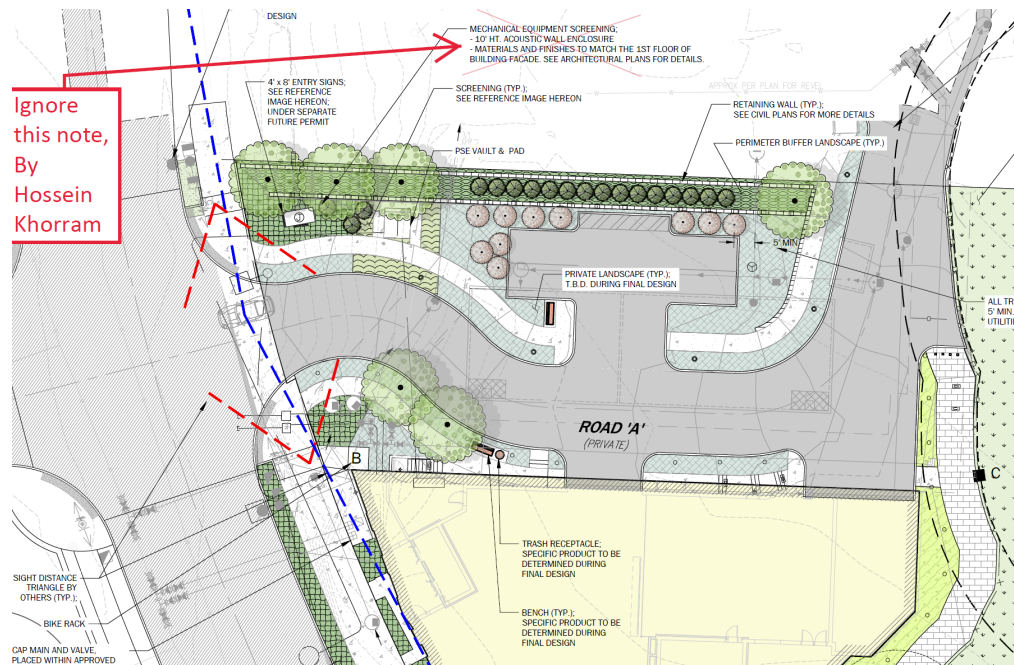


Project Signage and Street Furniture Along Road A

A project monument signage in size of 32 sq ft. (8 ft long x 4 ft high) double sided, illuminated, 10 ft behind the property line.

Street furniture is added along Road A.

See the below and the Core landscape plan.



24) Project Arborist Memo for Tree Protection Adjustments

The Project Arborist proposes Adjustments to the Critical Root Zone and Tree Protection Zone to accommodate the construction, road and building placement. See **Appendix 9**.

25) Septic Tank, and Drain Filed Permit Application

See **Appendix 10**, for details of septic tank and its drain field. Applicant will be submitting permit for removal of septic tank to King County which shall be performed under supervision of the Project Arborist. The septic tank drain field impervious space is greater than originally thought.

26) Revised Reciprocal Access & Temporary Construction Easements

Applicant expects to have both documents with revised depictions recorded with King County by mid-October 2022. See **Appendix 11** for existing recorded documents and the newly prepared depictions.

APPENDIX #1

Survey Combined Reduced
Stream (25%) and Wetland
(15%) Buffer Reductions

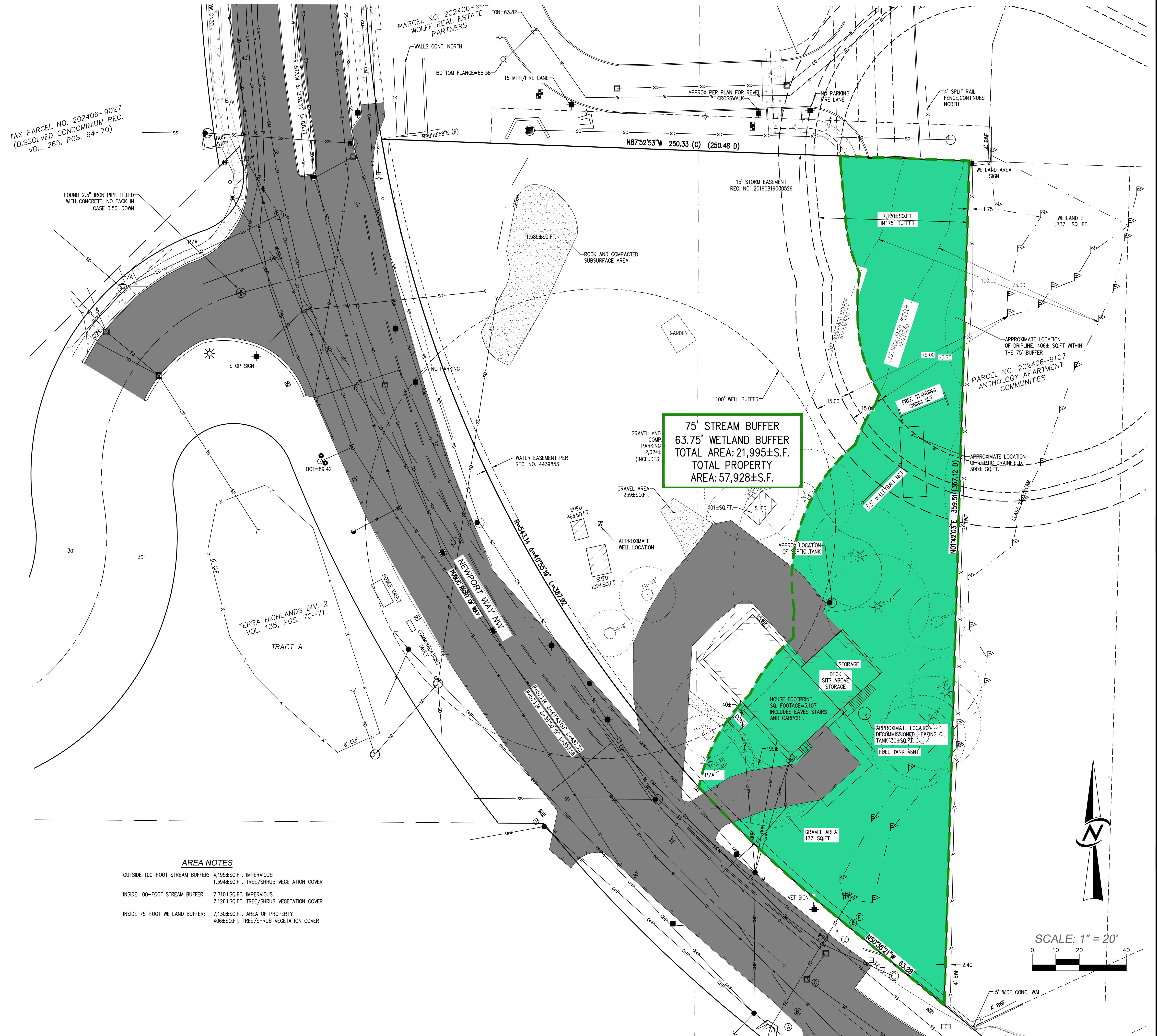
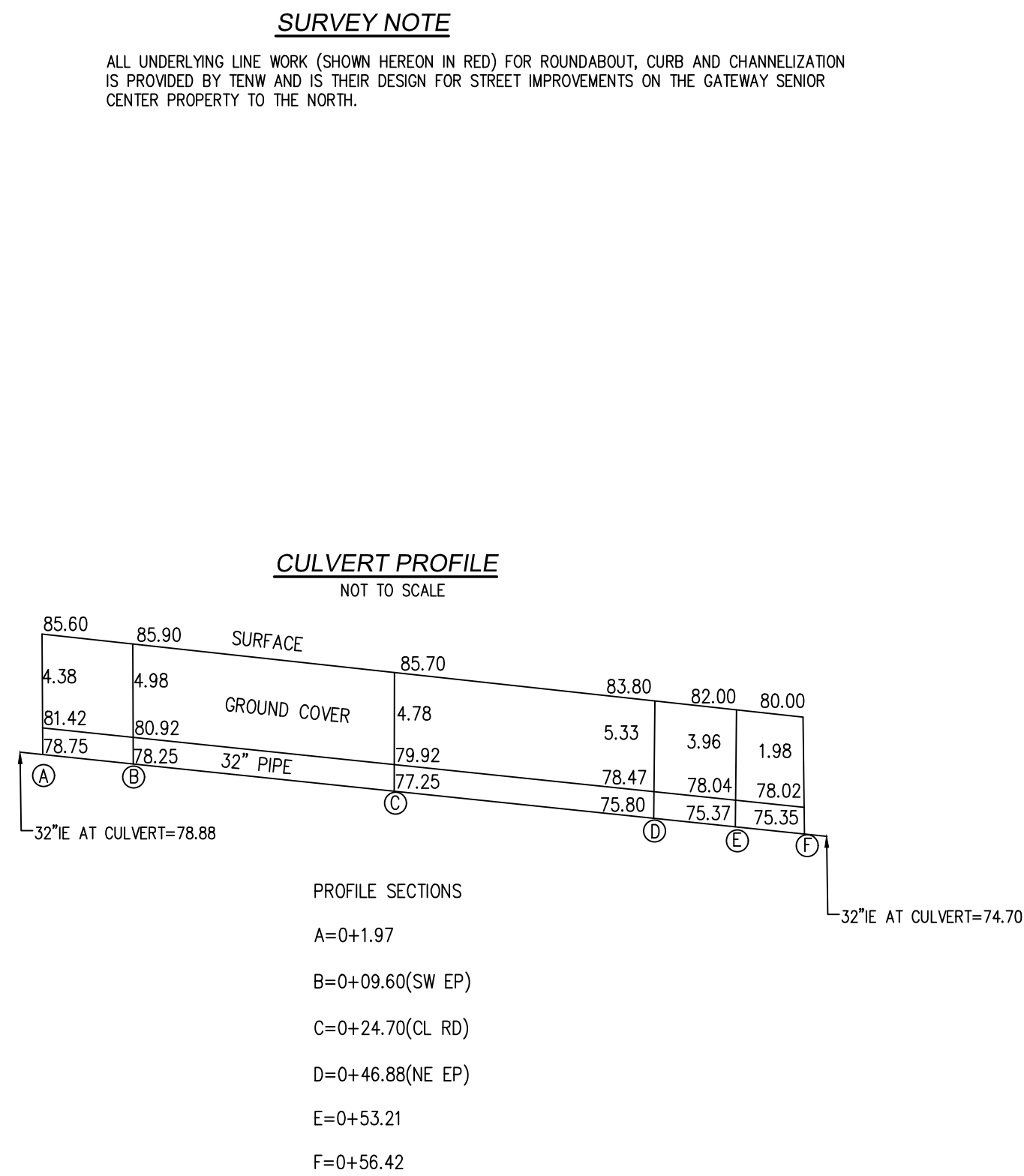
Compliance with Watershed
Company Recommendations
(Yellow Highlighted Sections)

CORE
DESIGN

14711 NE 29th Place, #101
Bellevue, Washington 98007
425.885.7877 Fax: 425.885.7963

ENGINEERING • PLANNING • SURVEYING

DATE <i>1/16/2020</i>	
DESIGNED	
DRAWN <i>MDS</i>	
APPROVED <i>GXS</i>	
_____ <i>GLENN R. SPRAGUE, PLS</i> PROJECT MANAGER	
SHEET	OF
1	3
PROJECT NUMBER 19070	



9 September 2022

Mr. Hossein Khorram
Milano Issaquah Apartments LLC
12224 NE 8th Street, Office
Bellevue, WA 98005

Reference: Response to City's Peer Review Comments, Civil Comments and Revised Critical Area Report, Mitigation and Tree Retention Plans

Dear Hossein,

In response to the City's recent comments, we are providing the following responses. The City comment is provided in **bold** font and our responses are provided in *italic* font.

From recommendations by The Watershed Company in a letter to Valerie Porter of the City of Issaquah, 21 July 2022:

- 1. Revise the Wetland B buffer modification to no less than 85 percent of the standard 75-foot buffer (63.75 feet)**

W2.0 shows the Wetland B buffer reduced to 63.75 feet.

- 2. Quantify the entire stream buffer to be reduced, including within the overlapping wetland buffer (as adjusted per Recommendation #1 above) and ensure that the area of impervious surface to be removed equals exceeds the area of stream buffer to be reduced.**

The impervious area to be removed is stated on sheet W1.0 at 7,929 sf and the area of stream buffer reduction is stated on sheet W2.0a at 7,126 sf.

- 3. Revise the bond quantity worksheet so that the total surety bond is 150 percent of the mitigation cost.**

The bond quantity worksheet in Appendix D of the Critical Areas report has been reflected to show the calculation for 150% of the mitigation costs for a total of \$200,386.57

Regarding Tree Retention and protection during construction, in addition to all significant trees required to be retained within the critical areas, the project proposes to retain two significant trees adjacent to the critical area and the through-block passage.

Sheet W3.0 and a memo prepared by Davey Resource Group on 28 August 2022 identify these trees and protection measures. The project proposes to fully fence the critical areas and around the two significant trees with a chain link fence to maximize protection during the construction process limiting the area to construction personnel only as necessary.

The project seeks an Exception for a 15% reduction to Wetland B pursuant to *IMC 18.10.650(D)(3)(d)* through onsite buffer vegetation enhancement and restoration, and a 25% reduction in the stream buffer pursuant to *IMC 18.10.790.D(5)* through the removal of impervious surface area at a ratio of 1:1, provided that the allowed reduced area is no more than the existing, legally nonconforming impervious surface area within the stream buffer.

The project is seeking an Exemption pursuant to *IMC 18.10.400.E Exemptions* from maintenance, operation, repair, modification, or replacement of publicly improved roadways or recreation areas. Any alteration involving the expansion of improvements into previously unimproved areas shall include the approval of the Director. Furthermore, states “[t]he following are general **exemptions** to the provisions of this chapter and the administrative rules; however, provisions of this section are not exempt from the City of Issaquah Shoreline Master Program when applicable. These **exemptions** are not subject to any review or approval process, except where noted.” The Applicant has obtained a Conditional Approval from the City of Issaquah (see attached).

IMC 18.10.770 through *IMC 18.10.795* are outside the noted **Exceptions** and **Exemptions**, and apply to projects that “alter” critical areas as defined under *IMC 18.10.390*.

The project proposes no alteration to Schneider Creek or the existing culvert under Newport Way NW. The Project proposes to install an approved double silt fence per the Temporary Erosion and Sediment Control (TESC) Plan (See the Environmental Consultant Letters, Attached). See the TESC plan for the approximate locations of the double silt fence for each phase. The double silt fence will be installed at approximately 2 ft from the Stream’s OHWM for shallow-sloped areas within the buffer enhancement zone. The fencing shall be installed at the top of slope for the reach of Schneider Creek near Newport Way NW to maximize the working distance to Schneider Creek. The final location of the double silt fence will be decided in the field after consultation and onsite review with the City Inspector.

The project proposes no alterations to Schneider Creek or the portion of the culvert under Newport Way NW that currently extends within the OHWM for Scheider Creek. and a double layer silt fence is proposed to be located approximately two (2) feet out beyond the flagged ordinary high water marks (OHWM) on-site, and will be regularly checked for positioning to ensure no work falls below the OHWM). The project meets

the requirements of *IMC 18.10.770*, and *IMC 18.10.775* conditions do not apply to this project because the project proposes no crossing nor alterations of Schneider Creek as it currently exists. Rather, the project seeks the exemption pursuant to *IMC 18.10.400.E* for the improvement of the roadway with a low wall extending from the existing culvert westward, and as a condition of the approval of the Director.

Please find attached, our updated Critical Areas Report and Mitigation Plans in accordance with the above subjects.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Eva Parker, PLA
Senior Project Manager
TALASAEA CONSULTANTS, INC.

Revised 9 September 2022 by:



David R. Teesdale, PWS
Senior Ecologist

Encl. Critical Areas Report with Mitigation Plans and Arborist Memo

July 21, 2022

Valerie Porter
City of Issaquah
P.O. Box 1307
Issaquah, WA 98027

Re: Issaquah Milano Apartments (SPD20-00002), 2nd Critical Areas Report Peer Review

The Watershed Company Reference Number: 190320.14

Dear Valerie:

This letter represents our second peer review for the above-referenced project. The property is located at 2300 Newport Way NW in the City of Issaquah (parcel# 2024069057). The project applicant is proposing to construct a multi-family residential apartment building with associated utilities, parking facilities, ingress/egress, and public open space. Previous peer review comments were provided in the September 17, 2021, letter “*Issaquah Milano Apartments (SPD20-00002), 2nd Critical Areas Report Peer Review*” (The Watershed Company) (TWC Peer Review).

The following revised submittals and supporting documents were reviewed as part of this peer review:

- *Critical Areas Report and Mitigation Plan Milano Apartments Issaquah, Washington* (Talasaea Consultants, Inc. Revised 3/23/2022) (CAR)
- *Boundary and Topographic Survey Milano Apartments* (Core Design. 1/16/2020)
- *Milano Issaquah Apartments 2300 Newport Way NW, Issaquah WA Site Plan Development Revision 2* (d/Arch, LLC. 4/28/2022)
- *Response to City Comments and TWC Peer Review* (Talasaea Consultants, Inc. 4/27/2022)

Peer Review Comment Summary


The TWC Peer Review recommendations from the September 2021 letter are below in italics, followed by current comments:

1. *Revise the wetland rating form questions H1.5 and H3.0 as described above, and revise the wetland classification to a Category III with a standard 75-foot buffer.*

Additional comments: This comment has been sufficiently addressed. We have no additional comments.

2. *Revise the site plan and mitigation plan, as needed, to incorporate the standard 75-foot wetland buffer associated with Wetland B. Any proposed wetland buffer modifications resulting from this change should be addressed in a revised Critical Areas Report.*

Additional comments: The Wetland B standard buffer is now correctly depicted on the project site plans. The CAR proposed reducing the standard 75-foot wetland buffer to 56.25 feet, a reduction of 25 percent, in accordance with IMC 18.10.650(D)(3). However, IMC 18.10.650(D)(3)d limits the extent of buffer reduction for Category III wetlands with less than 26 habitat points to a maximum of 15 percent. This provision in the code is erroneous in that it references habitat scores specific to the 2004 Ecology Wetland Rating System, which is no longer valid. Issaquah requires use of the 2014 Ecology Wetland Rating System, which has a different scoring range. The 26-point threshold is relevant, as it references back to the habitat scores and resulting buffer widths in Table 18.10.640.C Wetland Buffer Standards; this table was also in the previous IMC, when the 2004 Rating System was used. A habitat score of more than 26 points required a 110-foot buffer (the largest for a Category III) under the previous code. Currently, a habitat score of more than 7 points requires a 110-foot buffer (the largest for a Category III). The intent of limiting the maximum buffer reduction to 15 percent for wetlands with lower habitat scores is due to the smaller standard buffers associated with those wetlands. Allowing a 25 percent reduction for a smaller standard buffer would result in ineffective buffer protections. Since the standard buffer for Wetland B is 75 feet, it is considered a smaller buffer that cannot be reduced more than 15 percent. This interpretation was confirmed with City of Issaquah staff (Valerie Porter, personal communication, 7/5/2022).

3. *Please clarify the bubble line and symbol:* 

Additional comments: This comment has been addressed. We have no additional comments.

4. *Consider alternative buffer modification proposals that provide more flexibility for existing conditions. IMC 18.10.790.D.5 and IMC 18.10.790.D.6 may provide buffer relief that does not contain the same limitations as IMC 18.10.790.D.4.*

Additional comments: The applicant is proposing to reduce the stream buffer in accordance with IMC 18.10.790.D.5. The CAR states: “A 25% reduction in the Schneider Creek buffer not contained within the reduced Wetland B buffer would require the removal of 4,501 sf impervious surface. The CAR further explains that the project will: “remove the approximately 7,949 sf found within the standard Schneider Creek buffer.” The area of impervious surface removal exceeds the area of buffer reduction as described. However, the overlapping stream/wetland buffer area cannot be excluded from the quantified area of stream buffer to be reduced; the project must comply with the most stringent requirements for stream and wetland buffer reductions in this area. The wetland buffer cannot be reduced as much as proposed (Comment 4 above) and, therefore, this comment may not be applicable upon revision. However, any revised plan should include the entire stream buffer area to be reduced and ensure that the impervious surface area removal is equivalent or larger than the stream buffer reduction area.

5. *Provide a bond quantity worksheet to quantify the required performance bond. The King County Bond Quantity Worksheet may be used for this requirement.*

Additional comments: A bond quantity worksheet has been prepared, and it includes most of the required bond elements. However, it appears incomplete, and the sub-totals are not quantified correctly. The individual subtotals sum to \$129,923.00, and the total bond quantity provided is \$175,210.19. It is not demonstrated how the total bond quantity was calculated. IMC 18.10.490.D requires a financial surety that is 150 percent of the mitigation cost. Therefore, when including the contingency factor, the total bond quantity should be \$194,329.50. The final bond amount may be different based on future revisions.

Recommendations

1. Revise the Wetland B buffer modification to no less than 85 percent of the standard 75-foot buffer (63.75 feet).
2. Quantify the entire stream buffer to be reduced, including within the overlapping wetland buffer (as adjusted per Recommendation #1 above) and ensure that the area of impervious surface to be removed equals exceeds the area of stream buffer to be reduced.

3. Revise the bond quantity worksheet so that the total surety bond is 150 percent of the mitigation cost.

Please contact me with any questions or requests for additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Kahlo". The signature is fluid and cursive, with the first name "Ryan" and last name "Kahlo" clearly distinguishable.

Ryan Kahlo, PWS
Senior Ecologist

APPENDIX #2

Compliance with:

- 1) Environmental Central
Issaquah Plan Goals and
Policies;
- 2) Economic Vitality and
Housing, Central Issaquah
Plan Goals and Policies

Milano Issaquah Apartments Compliance with Environmental Central Issaquah Plan Goals and Policies

Vision- Build a sustainable and sustaining community that draws nature into this developing urban community, creates landscapes that restore both nature and human activity, and cares for and preserves the natural environment for ourselves and future generations.

Environment Goal A. Improve stormwater quality and management over current

Stormwater Management

Currently the Site's untreated and unretained stormwater is entering Schneider Creek ("Stream") and Wetland B ("Wetland") posing a risk to the environment as better described below:

Existing Nonconformity

- Existing untreated storm run-off into the Stream and Wetland buffers.
- Existing septic tank and drain field are well within the standard Stream buffer and drain field's discharge is released within few feet of the fish bearing Stream and within the wetland buffer.
- Existing home, garage, storage and driveway are environmentally non-conforming impervious spaces and are only few feet away from the Stream.
- Currently there is human, pet and vehicular access to the Stream compromising fish habitat.
- Currently there is an abandoned heating oil tank just a few steps away from the Stream.
- Currently there is human, pet and vehicular access to the Wetland buffer.



Propose to Remove Nonconformity

- About 7,929 sq ft of non-conforming impervious space will be removed from the standard Stream. This non-conforming space includes but is not limited to house, garage, storage, septic tank, drain field, driveway, sidewalk and compacted crushed rock drive way.
- An area of 21, 995 sq ft carved out from the reduced Stream (75') and Wetland (63.75') buffers will be restored to their original pristine vegetated condition by removing all impervious spaces and invasive plant species. Finally, all humans, pest and vehicles will be restricted from access to the post construction Stream and Wetland buffers to this 21,995 sq ft newly created natural growth protection area.

Stormwater generated onsite will be treated by a water quality vault for enhanced treatment. The treated and un-detained runoff will be pumped to a detention vault. The mitigated flows from the vault then gravity flow to a new catch basin placed on an existing storm line within the public easement north in the Revel Issaquah property, to then gravity flow to the east. Runoff from the 10' wide pedestrian pathway along the east of the site will sheet flow disperse runoff towards the buffer in the east. This sheet flow runoff will support the base flow of Schneider Creek throughout the year. For more information on stormwater, see the Milano Stormwater Approach document prepared by Core Design, Inc. dated April 2020. All stormwater facilities will follow the latest adopted standards from the City of Issaquah Addendum to the current Department of Ecology Stormwater Management Manual for Western Washington. “

E Policy A2. Protect healthy stands of prominent trees, plant street trees and trees along the Green Necklace to improve the tree canopy and aid in stormwater management in Central Issaquah.

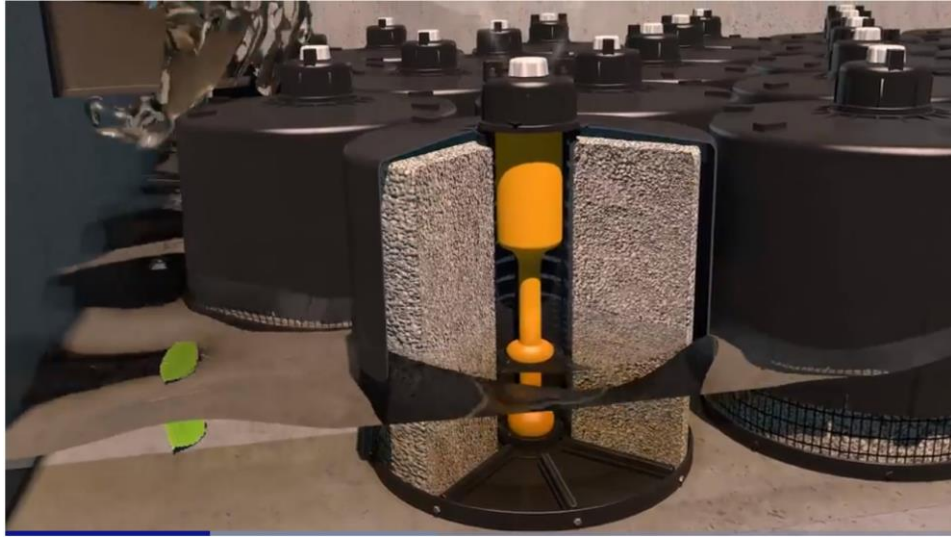
Project Response: No significant trees from within the reduced Stream and Wetland buffers will be removed. Project proposes to replace the 4 significant trees 29 new trees in the Developable Area. See the Talasaea proposed Tree Retention plan for more detail.

E Policy A3. Encourage on-site stormwater management

Project Compliance: the proposed stormwater generated onsite will be treated by a water quality vault for enhanced treatment. See the earlier description in this section.

E Policy A4. Adopt stormwater code requirements that improve stormwater quality, reduce flooding and do not unreasonably limit the redevelopment of Central Issaquah at urban densities.

Project Compliance:



It is proposed that the stormwater generated onsite will be treated by a water quality vault for enhanced treatment. The proposed enhanced treatment is accomplished by an underground stormwater treatment device comprised of one structure that houses rechargeable, media-filled cartridges that trap particulates and adsorb pollutants from stormwater runoff such as total suspended solids, hydrocarbons, nutrients, metals, and other common pollutants. With media options to target multiple or specific pollutants, multiple system configurations, and field and laboratory performance verified by the most stringent stormwater technology evaluation

organizations; the storm water filtering provides the most flexible and most reliable manufactured treatment technology available.

See this video for an example of such a filtering system:

<https://www.conteches.com/stormwater-management/treatment/stormwater-management-stormfilter>

The proposed detention vault reduces flooding and erosion problems by redistributing and moderating the rate of runoff over a period of time by providing temporary "live" storage of a certain amount of stormwater.

See this video for an example of such an underground detention vault:

<https://www.youtube.com/watch?v=Mn0ksMM3Hjw>



Finally, by installing the storm system underground the redevelopment area of Central Issaquah are not unreasonably reduced.

All stormwater facilities will comply with the standards from the 2017 City of Issaquah Addendum to the 2014 Department of Ecology Stormwater Management Manual for Western Washington.

Environment Goal B. Enhance wetlands and the riparian corridors of Issaquah Creek, Schneider Creek and Tibbetts Creek to improved environmental functions and fish and wildlife habitat.

- E Policy B1.** Require new development and substantial redevelopment to comply with adopted standards and buffers to protect critical areas.
Project Compliance: The severely degraded and non-conforming standard Stream and Wetland buffers will be brought into compliance with Issaquah Municipal Code (“IMC”) and Central Issaquah Development and Design Standards (“CIDDS”), see Critical Area Report
- E Policy B2.** Allow minor redevelopment within buffers when there is a legal nonconforming situation, the redevelopment reduces the degree of nonconformity and the remaining buffer area is enhanced.
Project Compliance: The reduced Stream buffer (75’) and Wetland buffer (63.75’) will see the removal of the non-conforming septic tank, drain filed, fuel storage tank, house, garage, storage, driveway, walk and other impervious surfaces. Further, invasive plant species within the buffers will be removed and the buffers will be restored to their original pristine vegetated condition with native plants. Finally, all human, pet and vehicular access will be closed off from the Stream and Wetland buffers.
- E Policy B3.** Require environmental improvement, including increasing buffer enhancement, for the incremental expansion of existing development that does not comply with adopted critical area standards and buffers.
Project Compliance: Buffer enhancement is offered while all parts of the Project comply with adopted critical area standards and buffers.
- E Policy B6.** Enhance Riparian corridors and wetlands to integrate the views and open space they provide into the redevelopment of Central Issaquah.
Project Compliance: The reduced Stream (75’) and Wetland (63.75’) buffers forms a riparian corridor that will be enhanced with native vegetation and removed of invasive plant species so the buffers can be restored to their pristine vegetated condition. The adjacent Through Block passage, the deck and roof top Community Space, will provide views and public space to enjoy the newly created Enhanced Riparian corridors.

Project is creating a Through Block Passage community Space is to “connect the building and site uses to the natural area ...” (UD.2.3.2.3) in order to “... respect, reinforce and strengthen green assets .” (UD.1.1.1) .

Further, by placing, this “Public access- walkways between regulated creek or wetland open space and the building frontage” (UD.2.3.2.3.d) we are putting a Community Space which is an active use in between the natural areas and the building (CIDDS Chapter 2, Definitions) . This placement is further justified as “Community Spaces shall be framed by placing a building or a strong edge on at least one side, preferably more.” (CIDDS 13.2.B.1)

See the Through Block passage photos below:



For more information see the attached plans and descriptions on the proposed Through Block Passage

Environment Goal C. Take steps to create a sustainable community, consistent

Sustainability Indicators and Comprehensive Plan

Discussion. The city has long prioritized sustainability as an overall objective. The Comprehensive Plan contains numerous policies related to sustainability. In 2009, with subsequent updates, the City established Sustainability Indicators to help the City track its performance in environmental, economic, and social sustainability. The city is a regional and national leader in sustainability, including early adoption of food waste collection, prohibition of nonrecyclable/non compostable food containers, the highest number of vanpools in the State per capita, and consistent leading-edge construction of green buildings such as Home and Fire Station 72.

E Policy C1. Establish a Sustainability Building Strategy for Central Issaquah that outlines and prioritizes actions to achieve the City's Sustainability Indicators, Policies and Energy/Climate Plan. Maintain innovation as a keynote to the City's sustainability efforts.

Project Compliance:

Renewable energy opportunities provide a starting point for a sustainable living environment. Additionally, purchasing clean electricity from solar or wind power instead of fossil fuels must serve your organization's financial priorities as well as sustainability goals. The transformation requires a custom approach that balances risks and benefits from renewable energy technologies, products, and market options. Project will have broad Sustainability Building Strategy as better described below:

Solar Collectors

The Project with 156 roof top solar collectors (not visible from street as they are installed with 5% horizontal slope, 6" above the roof floor) will produce 66,082 kWh of energy every year. In fact, 48% of the electricity consumed by the interior and exterior common areas within this project will be provided for by solar energy.

See the below solar production specification sheet:



GO SOLAR. SAVE MONEY.

Hossein Khorram

**2300 Newport Way NW
Issaquah, WA 98027**

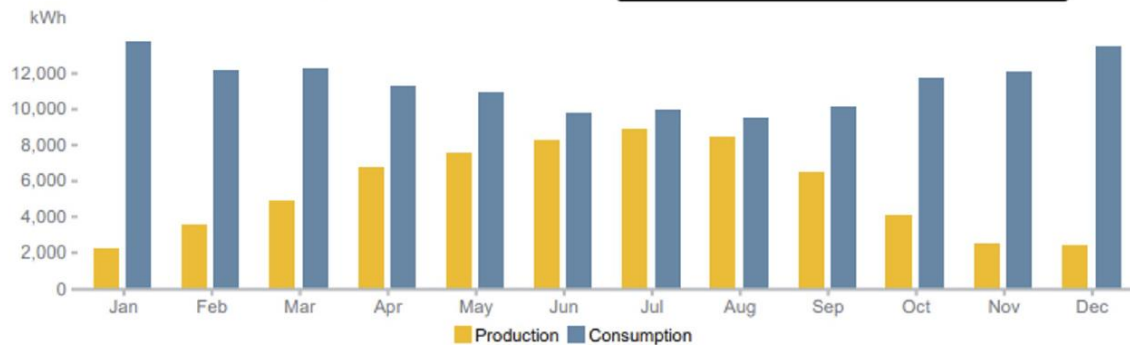
60.06 kW_{DC} (STC)

66,082 kWh (year 1 estimated)

**ENERGY
OFFSET**

48%

Annual Production/Consumption Estimate



In the next 25 years Decarbonation with solar collectors will provide equal sustainability to:

- 15,699 Trees Planted
- 1,415 Barrels of Oil Saved
- 60,232 Miles Saved/ Year
- 499 Acres of U.S. Forest
- 603,161 lbs of Coal Saved



Milano Issaquah Apartments, Issaquah WA & CapStone Solar

DECARBONIZE WITH SOLAR

an investment in our future

Within 25 years, our solar is the same as:



15,600 Trees Planted



60,232 Miles Saved / Year



1,415 Barrels of Oil Saved



499 Acres of US Forest



603,161 lbs of Coal Saved

For more information about the benefits of solar call 360-318-3984

Parking Spaces with, Electric Vehicle (“EV”) Charging Stations

Requirement

IMC 18.09.140 requires that 10% of multifamily residential buildings parking’s stations to be Electric Vehicle (“EV”) supply equipment (EVSE) parking spaces and 30% of stalls be EV-ready parking spaces, as shown in the below table A.1.

Project Compliance

Project will provide and install 10 Electric Vehicle Supply Equipment so that over 34 parking stalls, significantly over what IMC requires, will have access to electric vehicle charging stations, with most of its electricity provided by solar energy.

Table A.1 Residential Electric Vehicle (EV) Charging Infrastructure

Use ¹	Number of EVSE Parking Spaces	Number of EV-Ready Parking Spaces
New multifamily (R1 and R-2, and I-2 occupancies) and any other multi-unit residential building not meeting the definition of “multifamily residential building” under the state building code, RCW 19.27.015(4)	10% of total parking spaces	30% of total parking spaces
Existing multifamily buildings undergoing substantial improvement ² (R1, R-2, and I-2 occupancies) and any other multi-unit residential building not meeting the definition of “multifamily residential building” under the state building code, RCW 19.27.015(4)	10% of total parking spaces	20% of total parking spaces

EverVolt | EVERVOLT™ SOLAR MODULE SERIES
370W / 360W

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TRUST. BUILT IN.

The Panasonic Advantage

- Higher Module Efficiency**
 Superior module efficiency of 21.2% and 20.6%, respectively, allows maximum power production with less roof space. With one of the industry's lowest annual degradation rates, power output of at least 92% is guaranteed after 25 years.
- AllGuard and TripleGuard 25-Year Warranty**
 A long-term warranty is only as reliable as the company behind it. AllGuard and TripleGuard 25-year warranties cover EverVolt panels for performance, product, parts and labor for 25 years. Whether in year three or year 25, your Panasonic warranty will be there when you need it.
- High Efficiency in High Temperatures**
 Produce more energy throughout the day even on the hottest days in the warmest climates. EverVolt solar panels outperform others when temperatures rise due to our industry-leading 0.26%/°C temperature coefficient.
- Heterojunction Cell Technology**
 Half-cut cells with heterojunction technology minimizes electron loss, maximizes conversion efficiency, and produces considerably higher power output over conventional panels.
- Durability & Quality Assurance**
 N-type cells result in minimal Low Induced degradation (LID) and Potential Induced degradation (PID), which supports reliability and longevity. As a solar pioneer for over 40 years, Panasonic EverVolt solar panels are backed by innovation, experience and a brand you can trust.
- Improved Performance When Shaded**
 Continuous power production in shaded areas for greater energy yields and output. More sunlight absorption means more clean power to your home.

Panasonic | Panasonic Life Solutions Company of America
 Two Riverfront Plaza, Newark, NJ 07102
 panasonic@life.solutions.com
 us.panasonic.com/us/solar

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CT4021



The First
ENERGY STAR®
Certified EV Charger

Leadership in Energy and Environmental

Design (“LEED”)

Project will pursue LEED or a similar nationally recognized certification. Leadership in Energy and Environmental Design (“LEED”) is an internationally recognized Green Building Council certification system providing third party verification that a building or community was designed and built using strategies aimed at improving performance across all the metrics that

matter most: energy savings, water efficiency, CO2 emissions reduction, improved indoor environmental quality, and stewardship of resources and sensitivity to their impacts.

E Policy C2. Encourage buildings and infrastructure in the public and private sectors which:

- a. Use less energy and have a lower climate impact
Generate 66,082 kWh per year from solar collectors
- b. Use less water
Install water and electric meters for each unit to encourage conservation
- c. Are less toxic and healthier
Improve indoor air quality with continuous ventilation and outside make air. Use low Volatile Organic Compounds (VOCs) materials and finishes to reduce “off-gas” into the indoor air.
- d. Incorporate recycled, third party green certified, and locally produced materials
Where applicable and available, use third-party green-certified recycled and manufactured materials, along with third party certification for LEED
- e. Reduce stormwater runoff
Eliminate all impervious space in the reduced Stream and Wetland Buffers to allow reduce storm water runoff, lower sediment yields, and decrease pollutant loads, all of which can improve Stream and Wetland water quality. Additionally, stormwater generated onsite will be treated by a water quality vault for enhanced treatment.
- f. Provide wildlife habitat

This development will bring added safety for native predators and wild animals by:

- Restoring a currently degraded and poorly functioning stream and wetland buffer where animals are currently vulnerable to humans, pets, vehicles, and pollutants. The reduced Stream and Wetland buffer area will be closed to all access, restored with vegetation and habitat features to provide better protection for wild animals.
- There is an existing pedestrian crossing sign, which the Project requests to have remain.
- The existing tree and shrub community is severely degraded. The existing shrub layer has been overwhelmed with invasive plant species and native shrubs are virtually nonexistent. The existing tree and shrub cover does not provide proper screening and protection for animals.
- The Project will add 25 trees to the existing site tree count. This major improvement will provide proper screening and protection for wildlife.
- The adjacent native growth areas which are to remain, will continue to provide sanctuary for larger animals.

When green building technologies, products, and processes reach an appropriate point of cost effectiveness, the City should seek to require their use through regulation. However, such regulation should be done in conjunction with regional and State initiatives to avoid putting the City at a competitive disadvantage.

Environment Goal D. Achieve the City's 2050 target of an 80% reduction in emissions through land use, transportation, and commercial and residential

Discussion. The city places the highest priority on reducing its climate impacts and carbon emissions, given the significant risks associated with inaction. Issaquah's Comprehensive Plan establishes an aggressive but necessary goal of reducing greenhouse gas emissions in total by 80% by 2050. The Mayor also signed the U.S. Conference of Mayors Climate Protection Agreement. Given the amount of new construction expected in Central Issaquah, how this area develops will play a critical role in the City's achievement of its climate goals.

At the time of adoption of this Plan, the city is also in the midst of creating an Energy and Climate Plan, which will provide a roadmap for achieving this goal Citywide. Initial research for the Energy and Climate Plan determined that Citywide, the source of carbon emissions fall into four major categories:

- Motorized vehicles
- Businesses
- Residences
- Waste

Dense, pedestrian oriented, mixed-use development such as that proposed in the Central Issaquah Plan has significant inherent climate benefits. This type of development is much more conducive to walking, biking, and using transit, all of which significantly reduce climate impacts. In addition, multistory buildings, both residential and commercial, use significantly less energy per square foot, due to shared walls. A further benefit of dense development is the possibility of a district energy system, which would provide electricity and heat more efficiently, due to captured waste heat and significantly reduced transmission line losses. In addition, trees and vegetation within the city serve to reduce the City's climate impacts.

E Policy D1. Adopt an Energy and Climate Plan for Central Issaquah which establishes an action plan for achieving the City's overall energy and climate impact reduction goals, and focuses on the near-term implementation strategies. In the near term, this may include a goal to decrease per capita GHG emissions as an interim measure to reach the long-term goal of an 80 percent reduction in total emissions by 2050.

Project Compliance: Project is taking concrete steps in the below areas:

- 1) **Energy efficiency:** Strategies and actions to increase energy efficiency in buildings include rooftop solar panels, Electric Charging Stations, Energy Star Appliances, LEED and other Green Conservations programs.
- 2) **Materials Management and Waste activities:** Aim to reduce the negative impacts from consumption and waste practices and achieve zero waste of resources. Strategies and actions include increasing community recycling, reducing waste generated, improving purchasing practices, and addressing construction and demolition waste.
- 3) **Mobility and Land Use Conservation:** includes encouraging use of public transit, use of bikes and rideshares. Strategies and actions work toward improved land use and clean and efficient transportation systems.
- 4) **The Natural Systems:** Focuses on improving and preserving the integrity and health of Issaquah's natural systems and ensuring all residents have access to Issaquah's abundant and beautiful natural resources. Strategies and actions include increasing citywide tree canopy cover, improving air quality, reducing water consumption, and enhancing ecological function of forests, streams, wetlands, and wildlife.

E Policy D2. Prioritize inclusion of nonmotorized and transit-oriented mobility improvements and design elements such as sidewalks, bike lanes, bikeways, kiosks, maps, and street furniture, recognizing their climate reduction benefits.

Project Compliance:

- 1) Project will provide curb, gutter, sidewalk, bike lane, street lighting
- 2) Project will provide Through Block Passage with lush landscaping, artificial stream, fish life cycle and wild life educational signs, benches, seats, fish wall art signs
- 3) Project will provide and install 3,667 sq ft of outdoor and indoor Community Space

E Policy D3. Locate and install electric vehicle charging stations for vehicles of workers, residents and visitors, in public and private developments.

Project Compliance to D1, D2, D3: The project provides for 34 parking stalls with access to electric charging stations (significantly over what IMC requires) thereby encouraging the use of electric vehicles and reducing the demand for fossil fuels whose consumption contributes to GHG emissions. The project also provides for public access Through Block, which allows for easier access to public transit.

E Policy D7. Work with Puget Sound Energy to expand Issaquah participation in the Green Power Program, a voluntary way for residents and businesses to buy renewable energy equal to the amount of electricity they use. This supports independent renewable energy projects, including wind, solar and biomass located in the Pacific Northwest.

Project Compliance:

- 1) Rooftop solar
- 2) 34 parking stalls with access to electric charging stations (significantly over IMC requirement)
- 3) Energy Star Appliances
- 4) LEED or similar national recognized conservation program

E Policy D8 Retain existing trees in critical areas and their buffers, along designated pedestrian corridors and in other urban green spaces. Plant new trees consistent with Central Issaquah's other policies and standards recognizing their micro-climate, urban design and livability benefits.

Project Compliance: All existing trees within critical areas, including buffers will be retained. The Through Block public passage will be located adjacent the restored and enhanced riparian corridor, and will be enhanced further on the developable area of the property with additional trees to create a green corridor and reinforce the Green Necklace concept.

E Policy D9. Work with:

- a. Seattle Tilth, Master Gardener Programs, Issaquah Food Bank, Issaquah Garden Club and other partners to create places for P- patches and local agriculture as part of the Green Necklace;
- b. Issaquah Alps Club, Cascade Bike, Mountains to Sound, Forterra (formerly Cascade Land Conservancy) and other

partners to accelerate the creation of the Green Necklace; and,

Project Compliance:

Project will contribute back into the community by introducing residents to engage into above charitable and social programs

- c. existing and new business and other partners to shepherd pilot projects for visionary implementation in energy production

Project Compliance:

Project with its unique solar rooftop facilities will set an example for other existing and new buildings.(solar/wind/geothermal/recycle/reuse), food production (local agriculture), mobility enhancement (Bike Share/transit), and business incubators.

E Policy E1. Collaborate with property owners in the West Newport Neighborhood to ensure the completion of the Tibbetts Creek Greenway Plan.

Project Compliance: The project will host a neighborhood meeting and has already invited and received a mostly favorable response from the neighboring residents.

Environment Goal F. Protect and contribute to the enhancement of the Greenway.

Discussion. Throughout the transformation of Central Issaquah, the city and its developers have the opportunity to expand on this designated National Scenic Byway.

E Policy F1. Designate a Mountains to Sound Greenway overlay to preserve and enhance the green, natural feel of Issaquah.

Project Compliance:

Project is setting aside 21,995 sq ft from the reduced Stream and Wetland buffers to be restored to their original pristine vegetated condition by removing all impervious surfaces and invasive plant species. Finally, all humans, pets, and vehicles will be restricted from access to the Stream and Wetland buffers, establishing this 21,995 sq ft as a natural growth protection area.

E Policy F2. Encourage the integration and connection to the Greenway as part of the Green Necklace.

Project Compliance:

Project will provide Through Block Passage with luscious landscaping, artificial stream, fish life cycle and wild life educational signs, benches, seats, fish wall art signs connecting with Revel and Anthology developments as nature walks forming part of the Green Necklace.

E Policy F3. Work with WSDOT and Mountains to Sound Greenway to implement the Mountains to Sound Greenway Regional Trail System, and complete the trail through the Issaquah/ Lake Sammamish Gap.

Project Compliance to Environmental Goal F: The development proposes the design of a Through Block located parallel and adjacent to the protected restored and enhanced riparian area which will form part of the Green Necklace and augment the Mountains to Sound Greenway Trail System.

Environment Goal G. Improve and expand the use of Transfer of Development Rights
locate density adjacent to urban services while preserving

The Project through providing 4Affordable Housing and payment of \$90,527.55 as Density Bonus Fee is helping with the purchase of property or conservation easements for open space accomplishing the same goals of Transfer Development Rights (TDR's) combined with community benefits of Affordable Housing.

The below explains how the Density Bonus Fee will help to Administer the purchase of open space property and conservation easements.

Per CIDDS Section 5.11, the Director or his/her designee shall be responsible for Administering the purchase of open space property, conservation easements and development rights as authorized by the City Council and in accordance with IMC 18.10.2040B(3) Preservation of Open Space Resulting.

Per CIDDS Section 5.1.D, Central Issaquah is the priority location for affordable housing funded wholly or in part with density bonus fees.

Preservation of Open space per CIDDS 5.1 A can be achieved through the funds derived from density bonus fee as following:

1. The purchase of property or conservation easements for open space;
2. The purchase of Development Rights within the city limits in accordance with IMC 18.10 Transfer of Development Rights and the Issaquah and Tibbetts Creek Watershed in accordance with the City's Interlocal Agreement with King County;

3. Indirect costs associated with the acquisition of real property and conservation easements including critical area surveys, title reports, appraisals and stewardship plans; and
 4. Affordable Housing.
- B. It is the general intent of the city to invest the density bonus fees:
1. within ten years of payment; and
 2. within the Subarea within which the fees have been collected.
- C. Density Bonus Fees will be allocated on a first in – first out basis and, therefore, may be invested anywhere within Central Issaquah.
- D. Density Bonus Fee expenditures require approval of the City Council.
- E. Density Bonus expenditures for affordable housing and open space may vary from year to year depending on planned funding commitments and unforeseen housing and open space acquisition opportunities, including opportunities to match funding from other sources to increase the public benefit from the density bonus program.

Milano Issaquah Apartments Compliance with Economic Vitality and Housing Central Issaquah Plan Goals and Policies

VISION. Foster redevelopment through processes that balance flexibility and predictability, effectively use financial incentives, and cultivate public/private partnerships that result in win-win solutions.

Economic Vitality Goal A. Maintain Central Issaquah as the community's economic engine by accommodating and attracting the majority of Issaquah's anticipated job growth.

Discussion. The City recognizes the economic value and community benefits that Central Issaquah provides as the City's major employment center. This Plan strengthens this role by:

- a. removing the impediments to greater density caused by existing parking, lot coverage and building height regulations;
- b. identifying the public and private investment in infrastructure and public amenities necessary to support growth;
- c. implementing a land use incentive system that makes additional floor area and building height available in exchange for infrastructure and amenities that contribute to an environmentally sustainable, economically vibrant and attractive community;
- d. promoting diverse goods, services and employment opportunities; encouraging local ownership, local businesses, entrepreneurial activity and investment through a streamlined review process; and,
- e. encouraging the development of unique spaces where businesses can grow from inception to maturity, eliminating the need for businesses to move to adjacent communities in order to grow.

EV Policy A1. Phase development so that transportation, open space, and other infrastructure are in place or committed to serve the needs of growth.

Project Compliance: An area of 21, 995 sq ft within the reduced Stream (75') and Wetland (63.75') buffers will be restored as a native growth area by removing all impervious spaces and invasive plant species and planting native vegetation and through the installation of various habitat features. Finally, all humans, pests and vehicles will be restricted from access to the post construction Stream and Wetland buffers to this 21,995 sq ft newly created native growth protection area. The Project is creating a Through Block Passage community Space to "connect the building and site uses to the native area ..." (UD.2.3.2.3) in order to "... respect, reinforce and strengthen green assets." (UD.1.1.1).

Further, by placing, this "Public access- walkways between regulated creek or wetland open space and the building frontage" (UD.2.3.2.3. d), we are creating a Community Space which is an active use space, in between the natural areas and the building (CIDDs Chapter 2, Definitions). This placement is further justified as "Community Spaces shall be framed by placing a building or a strong edge on at least one side, preferably more." (CIDDs 13.2.B.1)

Finally, by providing vehicular access in between the Project, Revel and Anthology Apartments, there will be better circulation for fire, life and safety provisions.

EV Policy A2. Provide incentives, when appropriate, to encourage the redevelopment of Central Issaquah.

Project Compliance: Project is utilizing Density Bonus Program with Affordable Housing provisions

EV Policy A3. Adopt and ensure a streamlined review and permitting process that encourages smart, innovative and creative solutions.

Project Compliance: Project is voluntarily using solar roof collector to provide 48% of the common area electric consumption, significantly over the IMC required number of parking stalls with electric vehicles stations and LEED or a similarly recognized national conservation program.

EV Policy A5. Adopt a Floor Area Ratio (FAR) based code in order to achieve desired mix of uses, including ground floor retail, under building parking and a variety of housing types.

Project Compliance: Project has 2 levels of underbuilding parking, with mix of one bedrooms, in both Market and Affordable categories.

EV Policy A6. Invest public investment dollars in Central Issaquah infrastructure to promote private investment, stimulate the location of businesses and create an attractive employment center.

Project Compliance: Project will contribute with that goal with about \$2,000,000 in permit and impact fees.

Economic Vitality Goal B. Achieve long term sustainability goals by becoming a “wired city”.

EV Policy B1. Require conduit and/or fiber to be installed as part of all street and utility projects that are at least one block in length to achieve maximum broadband deployment as opportunities are presented. Require broadband readiness and availability and the requirement for new or large development projects to be broadband ready.

Project Compliance: Project has requested broadband and fiber optic communications which will help with expanding these networks to others also.

Economic Vitality

Recommended Implementation Strategies

1. Strengthen Central Issaquah's role as the City's major employment center by:
 - a. Implementing a phased approach to development and redevelopment that provides commitment for circulation facilities, open space and other infrastructure, or provision at the same time, to serve the needs of the growth. Use incentives for this development, including but not limited to multifamily tax exemptions, LCLIP, Pioneer Project provisions, transportation concurrency adjustments, and extended vesting for project build-out.
 - b. Invest public dollars in Central Issaquah infrastructure and amenities to stimulate private investment and new development. Require conduit and/or fiber to be installed as part of all street and utility projects as opportunities are presented.
 - c. Adopt a Floor Area Ratio based code that includes a streamlined review and permitting process and clear development and design standards.
 - d. Encourage business growth from inception to maturity by ensuring opportunities for low intensity and business incubator uses, live/work and flex offices, and Class A Office buildings. Work with growing businesses to ensure they can stay in Issaquah instead of moving to adjacent communities to expand.
 - e. Encourage diversified industries that are at different stages of their business growth/life cycle.
2. Consider the following incentives to encourage development in Central Issaquah:
 - a. Landscape Conservation and Local Infrastructure Program (LCLIP) through Transfer of Development Rights;
 - b. eight and 12-year multifamily tax exemptions;
 - c. waived permit fees as appropriate;
 - d. extended vesting for project build-out; and/or
 - e. transportation concurrency adjustments.

Housing

VISION. Nurture a community that accommodates a diversity of income levels, activities, amenities, open spaces, gathering places, recreation and mobility options that all contribute to a 24/7 self-sustaining community where people aspire to live, work and play.

Housing Goal A. Amend the Land Use Code to encourage residential developers to locate the majority of Issaquah's anticipated housing growth in Central Issaquah.

This Plan creates the potential for thousands of new housing units, and provides opportunities not found in other parts of the City to create entirely new residential and mixed use neighborhoods in close proximity to jobs, services and transit. This Plan establishes a multi-faceted strategy to address housing creation and housing affordability through a mix of land use designations, development regulations and incentives, direct public investments, and other public and private approaches.

Discussion. One of the major land use changes in Central Issaquah will be the potential increase in the number of housing units from almost 800 units to up to 7,500 units. The majority of Issaquah's 2006-2031 GMA housing target is planned for Central Issaquah for the following reasons.

- a. Most of Issaquah's new residential growth since 1996 has been in the Issaquah Highlands (3,200 units) and Talus (1,500 units). However, both urban villages are nearing residential buildout and will not be able to accommodate significant new residential development in the future.
- b. Locating substantial new residential development in existing residential neighborhoods would be inconsistent with Comprehensive Plan Policy L-3.1 – *Protect the existing character and scale of Issaquah neighborhoods*.
- c. Channeling new residential development to Central Issaquah will:
 - 1) Create vibrant new neighborhoods with convenient access to shopping, jobs and community amenities;
 - 2) Result in higher density, more sustainable and pedestrian-friendly development consistent with the Goals of the Growth Management Act, the Cascade Agenda and the Mountains to Sound Greenway;
 - 3) Provide for a variety of housing choices and affordability, including multifamily buildings, town houses, cottages and live/work spaces;
 - 4) Support future transit improvements and reduce dependency on the single-occupant vehicle; and,
 - 5) Support retail uses and the economic vitality of Issaquah.

H Policy A1. Establish a variety of tools to achieve desired housing densities and types in Central Issaquah.

Project Compliance: Project is using the Density Bonus program which will result in 4 Affordable Housing units as well as 61 Market Units in one bedroom category. Project is doing so while an area of 21,995 sq ft of the reduced Stream (75') and Wetland (63.75') buffers will be restored to their native vegetated condition by removing all impervious spaces and invasive plant species. Finally, all humans, pests and vehicles will be restricted from access to the post construction Stream and Wetland buffers to this 21,995 sq ft newly created native growth protection area.

H Policy A2. Apply density, regulatory or other economic incentives to encourage housing in Central Issaquah.

Project Compliance: The Project achieves this through providing 4 Affordable Housing and payment of \$90,527.55 as Density Bonus Fee is increasing Floor Area Ratio ("FAR") from standard 1.25 to 1.50. The Density Bonus Fee is spent by the City of Issaquah for mainly for the purchase of property or conservation easements for open space. A total of 21,995 sq ft or 38% of the 57,928 sq ft of site area is set aside as newly created native growth protection area, closed to public, pets and vehicular access at completion of construction.

Housing Goal B. Incentivize affordable housing for persons of low and moderate income.

Discussion. It is critical to consider an approach to housing affordability up-front, at the time this new development potential is being created, or the opportunity for a coherent strategy may be lost. Much of the affordable housing focus for Central Issaquah is targeted for rental housing those with incomes between 30% and 70% of median income, and ownership housing for incomes between 70% and 100% as those ranges are typically underrepresented in general market-driven housing development. This range will meet the needs of our workforce and other special needs housing, such as seniors and transition housing. This range includes income levels characterized as low and moderate income in the City's Comprehensive Plan. Sample salaries in 2011 indicate that the following jobs are included in this income range: bank tellers, hairstylists, auto mechanics, nurses, accountants and entry level teachers, fire fighters and police officers (Source: ARCH Housing 101, May, 2011).

Creating a pool of housing affordable to workforce families and individuals, and also targeting moderate and low income community members is a laudable goal for 2031 and beyond. Students in our community will be able to afford a place of their own once they leave their parents' house. "Empty nesters" can downsize from family homes with high maintenance yards to dwelling units close to amenities. Creating housing that is affordable for local workers is one solution for Issaquah's regional transportation problem, as local commute time and peak hour congestion is decreased when the employee lives in the community.

<i>King County Jurisdiction Affordable Housing Targets 2006-2031</i>				
	<i>% of Housing in 2031 Growth Target for Moderate Income</i>	<i>New Affordable Housing Units "Moderate Income"</i>	<i>% of Housing in 2031 Growth Target for Low Income</i>	<i>New Affordable Housing Units "Low Income"</i>

<i>Issaquah (5,750 new units)</i>	16%	920	26%	1,495
<i>Source: KC Countywide Planning Policies Public Review Draft, 2011</i>				

H Policy B1. Adopt regulations requiring affordable housing in all residential developments within Central Issaquah that wish to build above the base FAR.

Project Compliance: Project is providing 4 Affordable Units.

H Policy B2. Consider Multifamily Tax Exemptions as an incentive to provide affordable housing within Central Issaquah.

Project Compliance: Project welcomes any such Tax Exemptions with current increased interest rates and global security crises.

H Policy B3. Use regulatory and/or other incentives such as bonus density and lower parking requirements to encourage developments to provide more than the minimum amount of required affordable housing and/or to provide more housing at lower levels of affordability.

Project Compliance: Although Project is providing significantly over the required parking stalls with electric vehicle (“EV”) charging stations, it is taking advantage of the lower parking requirements for EV charging stations stalls.

H Policy B4. In recognition of the increased challenges of initial residential developments in this transitioning area (Pioneer projects), apply more relaxed definitions of housing affordability in City regulations and an incentive program for an initial number of residential developments.

Project Compliance: Project welcomes any such incentive.

H Policy B5. Use local incentives and public resources to promote the provision of housing in Central Issaquah for a variety of incomes, including housing affordable to households with incomes between 30% to 80% of median income.

Project Compliance: Project is doing Affordable Units at 50% and 80%.

Housing Goal C. Encourage housing growth and affordability, especially in the Urban Core, by supporting a variety of mobility options to and from other communities.

H Policy C1. Work with affordable housing developers and local business to create viable Transportation Demand Programs.

Project Compliance: Project is adding a bike lane, sidewalk, curb and gutter and the public Through-Block to increase non-vehicular mobility.

Housing Goal D. Incorporate amenities into both site and building design for livable and identifiable neighborhoods.

H Policy D1. Ensure open space and/or recreational facilities are incorporated into all mixed use and multifamily developments.

Project Compliance: Total of 21,995 sq ft or 38% of the 57,928 sq ft site area is set aside newly created native growth protection area, closed to public, pets and vehicular access at completion of construction. The newly created Through Block Passage, surface and roof top decks Community Spaces, will provide views and public space to enjoy the newly created Enhanced Riparian corridors.

H Policy D2. Encourage new and redeveloping properties to use pedestrian friendly architectural details that create an inviting, identifiable and livable streetscape.
Project Compliance: Project is adding a bike lane, sidewalk, curb and gutter to increase non-vehicular mobility. The newly created Through Block Passage will incorporate a water and art feature and will connect to Revel and Anthology, the communities to the North and East.

H Policy D3. Link residential and mixed-use developments to open spaces, parks and recreational facilities through a variety of pedestrian and bike options.
Project Compliance: Project is adding a bike lane, sidewalk, curb and gutter to increase non-vehicular mobility. The newly created Through Block Passage will connect to Revel and Anthology, the communities to the North and East.

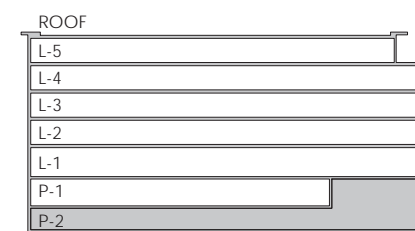
Housing

Recommended Implementation Strategies

1. Locate the majority of Issaquah's housing growth in Central Issaquah by:
 - a. Encouraging Pioneer Projects which provide incentives for residential and residential/mixed use projects.
 - b. Provide density, regulatory or other economic incentives for the first 200 residential units proposed and approved in the Urban Core and the first 100 residential units proposed and approved outside the Urban Core as they are considered Pioneer Projects.
 - c. Require a percentage of low and moderate income housing as part of all residential and residential mixed use projects. In addition, require additional affordable housing for those developments proposed above the base height/base FAR.
 - d. Monitor the provision of housing and affordable housing to ensure that housing targets in the Urban Core and Central Issaquah Plan Area are being achieved. Identify additional steps if evaluation indicates that the housing market is not responding.
 - e. Evaluate the impact of Multifamily Tax Incentives as an incentive for providing affordable housing.
2. Work with all residential and residential mixed use projects to create viable Transportation Demand Programs and support transit service to and from other transit communities.

APPENDIX #3

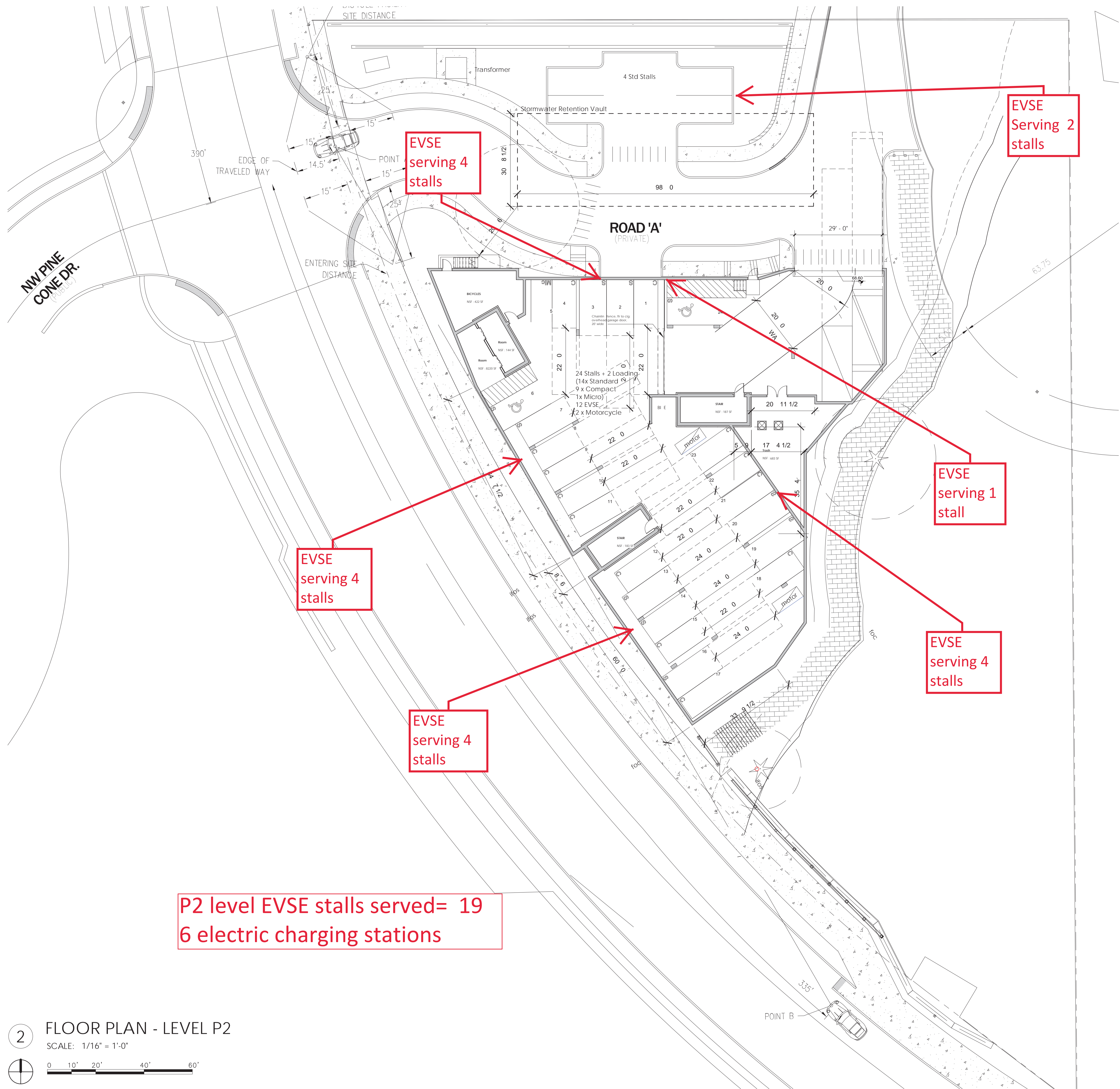
Electric Vehicle Supply Equipment (“EVSE”) and Parking Stalls Accessible to EVSE Counts



FLOOR PLAN - LEVEL P2

SCALE: 1/16" = 1'-0"

0 10' 20' 40' 60'



P2 level EVSE stalls served= 19
6 electric charging stations

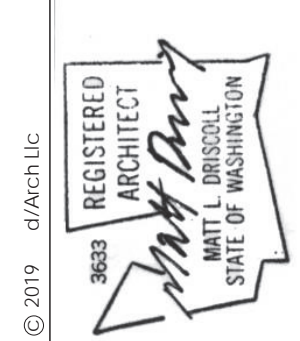
LEVEL P2 PLAN

2300 Newport Way
2300 Newport Way, NW, Issaquah
Issaquah, WA

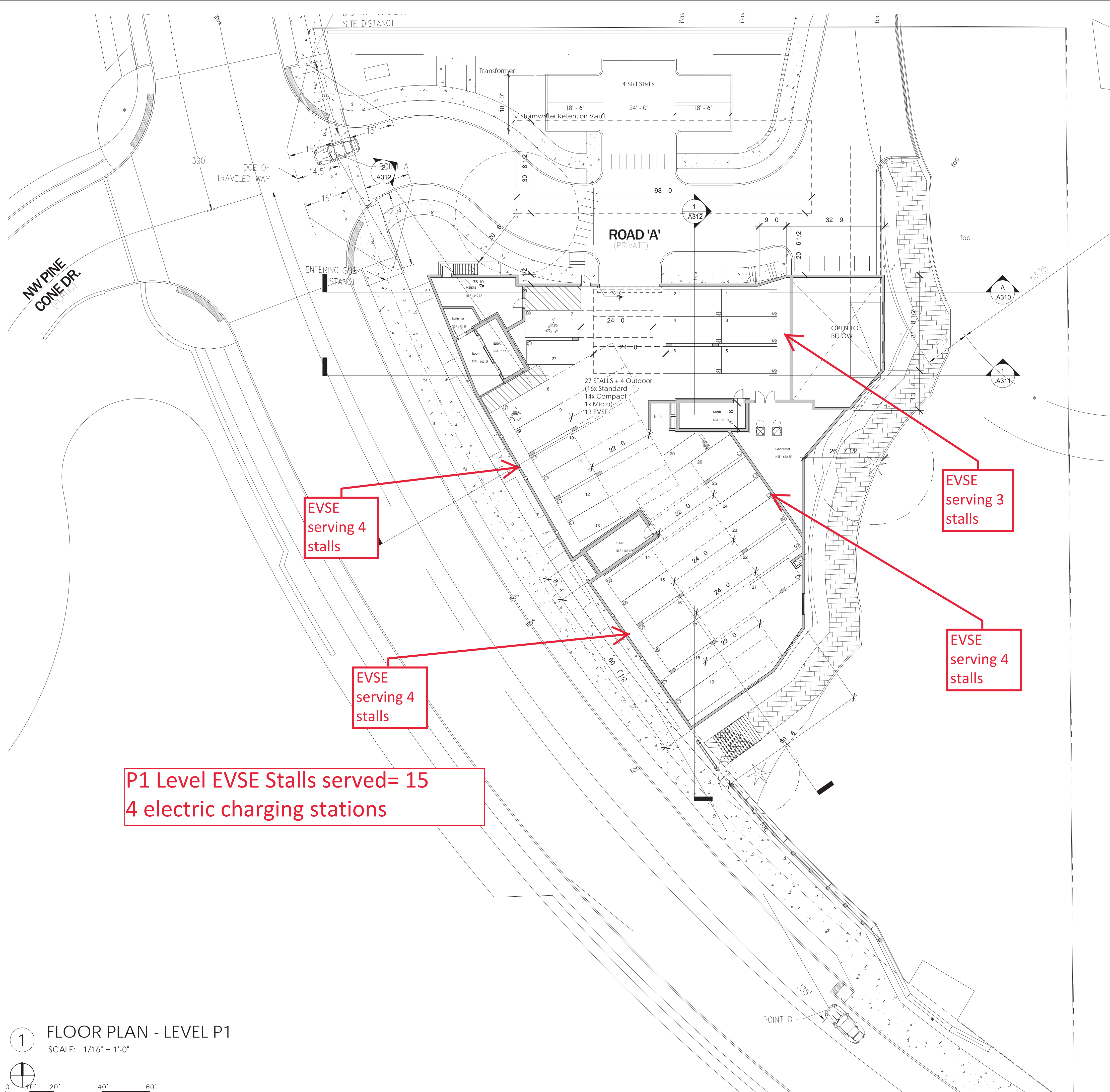
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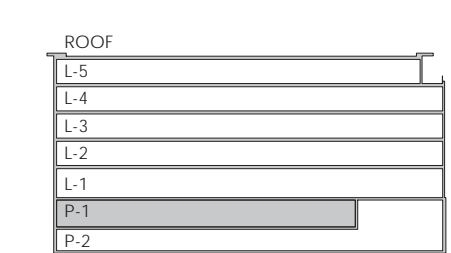
DATE: 05.19.2020 09.18.2020 06.27.2021 04.28.2022 09.15.2022
COMMENT: Pre-App Submittal SDP Submittal SDP Rev. 1 SDP Rev. 2 SDP Rev. 3
DATE: DATE: DATE: DATE: DATE:
COMMENT: COMMENT: COMMENT: COMMENT: COMMENT:



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1 FLOOR PLAN - LEVEL P1
SCALE: 1/16" = 1'-0"



DATE:	COMMENT:	DATE:	COMMENT:
05.19.2020	Pre-App Submittal		
09.18.2020	SDP Submittal		
06.27.2021	SDP Rev. 1		
04.28.2022	SDP Rev. 2		
09.15.2022	SDP Rev. 3		

APPENDIX #4

Impact & Mitigation Fee Schedule

Transportation Impact Fees. To mitigate long-term traffic impacts, the City of Issaquah requires payment of a traffic impact fee and a bicycle and pedestrian mitigation fee. The City's currently adopted impact fee rates for Multifamily (Mid-Rise) are \$5,436.12 per unit (traffic impact fee) and \$804.56 per unit (bicycle and pedestrian mitigation fee). Impact fee credit for the singlefamily detached home to be removed is \$9,173.10 for the traffic impact fee and \$1,357.12 for the bicycle and pedestrian mitigation fee. Final impact fees will be determined based on the final unit count and traffic impact fee rates effective at time of building permit issuance.



Impact & Mitigation Fee Schedule

BACKGROUND

The State Growth Management Act (GMA) recognizes that new development creates additional demand for public facilities and services and authorizes cities to collect impact fees to help pay for the additional facilities needed to serve new development.

For these reasons, the Issaquah City Council has approved impact fee ordinances for City & County Traffic, Schools, Parks, and Fire impacts. Impacts to Police and General Government Buildings are assessed through the environmental review process.

Note: The rates listed in this handout may not apply to Development Agreement areas. Please contact Development Services for the most up to date rates.

FREQUENTLY ASKED QUESTIONS

When are fees required? Impact fees are required as part of any construction, reconstruction or any use of property which requires review and approval of a Development Permit. A Development Permit includes a Building Permit, Administrative Site Development Permit, Site Development Permit, Short Plat Application, Preliminary Plat Application, or Project Rezone Application.

When are fees due? Unless otherwise required, impact fees are determined and due upon issuance of a Building Permit.

How are fees calculated? The specific methods for calculating the impact fees are contained in each of the impact fee ordinances adopted by the City Council. Impact Fee Rate Studies provide the basis for many assumptions and background information for the fees. School impact fees are based upon the Issaquah School District's annual Capital Improvement Plan (CIP). For more information regarding the CIP, please contact the School District at (425) 837-7000.

How can I get an estimate of fees? Estimates of City and School impact fees may be obtained by contacting the Development Services Department at (425) 837-3100, or calling your project planner directly.

Can fee adjustments be made? An applicant may provide studies and data for the City's consideration to suggest that adjustment of particular factors determining the fee would be appropriate.

Are there exemptions? Limited exemptions are established in each of the impact fee ordinances. Affordable Housing and Accessory Dwelling Units are the most common exemptions.

How can I appeal an impact fee determination? Appeals of impact fees follow the appeal process established in Issaquah Municipal Code IMC 18.04.250 Administrative Appeals.

This handout is not a substitute for current codes and regulations. Call Development Services at 425-837-3100 for additional information.

Impact Fees

Fee Payment Due - Impact fees are calculated and due upon issuance of a Building Permit, unless otherwise required.

Traffic Impact Fee

IMC 3.71 - Adopted by the City Council 9/16/2019 – Ordinance No.2877, Effective on 1/1/2020

Land Use Type	Impact Fee	Unit of Development
Single-Family Detached	\$ 9,173.10	per Dwelling Unit
Multifamily (Low-Rise)	4,719.92	per Dwelling Unit
Other	See Attachment 1 for transportation impact fees for other common residential, retail, commercial, and industrial uses.	

Fire Impact Fee

IMC 3.73 - Adopted by the City Council 9/16/2019 – Ordinance No.2877, Effective on 1/1/2020

Land Use Type	Impact Fee	Unit of Development
Single-Family, Duplex, Single Family Attached (2+ units)	\$ 2,212.53	per Dwelling Unit
Multi Family	2,484.52	per Dwelling Unit
Hotel/Motel/Resort	0.15	per Square Foot
Nursing Homes	3.65	per Square Foot
Medical/Dental	1.17	per Square Foot
Offices	0.61	per Square Foot
Retail	1.70	per Square Foot
Restaurant/Lounge	3.55	per Square Foot
Industrial/Manufacturing	1.04	per Square Foot
Leisure Facilities	0.15	per Square Foot
Church/Non-Profit	0.42	per Square Foot
Education	1.32	per Square Foot
Special Public Facilities	60.34	per Square Foot

School Impact Fee - Issaquah School District

IMC 3.63 - Adopted by the City Council 9/08/2020 – Ordinance No. 2921, Effective on 1/1/2021

Land Use Type	Impact Fee	Unit of Development
Single-Family	\$ 18,213.00	per Dwelling Unit
Multifamily, Duplex, Single Family Attached (2+ units)	12,043.00	per Dwelling Unit
Non-Residential	0.00	Not Assessed

Note: Transportation Impact Fees. To mitigate long-term traffic impacts, the City of Issaquah requires payment of a traffic impact fee and a bicycle and pedestrian mitigation fee. The City's currently adopted impact fee rates for Multifamily (Mid-Rise) are \$5,436.12 per unit (traffic impact fee) and \$804.56 per unit (bicycle and pedestrian mitigation fee). Impact fee credit for the singlefamily detached home to be removed is \$9,173.10 for the traffic impact fee and \$1,357.12 for the bicycle and pedestrian mitigation fee. Final impact fees will be determined based on the final unit count and traffic impact fee rates effective at time of building permit issuance.

This handout is not a substitute for current codes and regulations. Call Development Services at 425-837-3100 for additional information.

Parks Impact Fee

IMC 3.72 - Amended by the City Council 3/2/2020 – Ordinance No. 2902, Effective on 3/11/2020

Land Use Type	Impact Fee	Unit of Development
1 Unit Residential Building	\$ 9,107.47	per Building
2+ Unit Residential Building	5,590.71	per Dwelling Unit
Manufacturing	0.68	per Square Foot
Wholesale, Transportation and Utilities	0.34	per Square Foot
Retail	0.49	per Square Foot
Finance, Insurance, and Real Estate	0.97	per Square Foot
Services (not including food services)	0.85	per Square Foot
Government/Education	1.14	per Square Foot
Restaurant	1.70	per Square Foot
Mini-storage	0.02	per Square Foot

Mitigation Fees

General Government Buildings Mitigation Fee

Issaquah Municipal Code 3.74

Adopted by the City Council 9/16/2019 – Ordinance No.2877, Effective on 1/1/2020

Land Use Type	Impact Fee	Unit of Development
Single-Family	\$ 1,435.16	per Dwelling Unit
Multifamily, Duplex, Single Family Attached (2+ units)	661.45	per Dwelling Unit
Non-Residential	0.61	per Square Foot

Police Mitigation Fee

Issaquah Municipal Code 3.74

Adopted by the City Council 9/16/2019 – Ordinance No.2877, Effective on 1/1/2020

Land Use Type	Impact Fee	Unit of Development
Single-Family Residential	\$ 285.33	per Dwelling Unit
Multifamily (2+ units)	246.96	per Dwelling Unit
Hotel/Motel/Resort	0.52	per Square Foot
Nursing Homes	0.08	per Square Foot
Medical/Dental	0.62	per Square Foot
Offices	0.11	per Square Foot
Retail	0.75	per Square Foot
Restaurant/Lounge	3.68	per Square Foot
Industrial/Manufacturing	0.20	per Square Foot
Leisure Facilities	0.18	per Square Foot
Church/Non-Profit	0.11	per Square Foot
Education	0.30	per Square Foot
Special Public Facilities	11.92	per Square Foot

Bike & Pedestrian Mitigation Fee

IMC 3.71- Amended by the City Council 1/20/2015 – Ord No. 2733; Annual Index update 2/01/2019

Land Use Type	Mitigation	Unit of Development
Single-Family Detached	\$ 1,357.12	per Dwelling Unit
Multifamily (Low-Rise)	698.29	per Dwelling Unit
Other	See Attachment 1 for transportation impact fees for other common residential, retail, commercial, and	

This handout is not a substitute for current codes and regulations. Call Development Services at 425-837-3100 for additional information.

Attachment 1: Transportation Impact and Bike & Pedestrian Mitigation Fee Rates (revised 1/01/2020)

ITE Category	ITE Code	Unit of Measure	New PM Peak Hour Person Trip Ends	Traffic Impact Fee per Unit	Bicycle and Pedestrian Mitigation Fee per Unit
General Light Industrial	110	1,000 SFGFA	0.96	\$5,837.43	\$863.62
Industrial Park	130	1,000 SFGFA	0.61	\$3,706.30	\$548.33
Manufacturing	140	1,000 SFGFA	1.02	\$6,208.06	\$918.45
Mini-Warehouse	151	1,000 SFGFA	0.26	\$1,575.18	\$233.04
Single-Family Detached Housing	210	Dwelling Units	1.50	\$9,173.10	\$1,357.12
Multifamily Housing (Low-Rise)	220	Dwelling Units	0.77	\$4,719.92	\$698.29
Mobile Home Park	240	Dwelling Units	0.70	\$4,262.25	\$630.58
Senior Adult Housing - Detached	251	Dwelling Units	0.46	\$2,779.73	\$411.25
Senior Adult Housing - Attached	252	Dwelling Units	0.39	\$2,409.10	\$356.41
Congregate Care Facility	253	Dwelling Units	0.38	\$2,319.65	\$343.18
Assisted Living	254	1,000 SFGFA	0.73	\$4,447.56	\$658.00
Hotel	310	Rooms	2.26	\$13,815.28	\$2,043.91
Motel	320	Rooms	0.58	\$3,520.99	\$520.91
Multiplex Movie Theater	445	Movie Screens	20.83	\$127,218.81	\$18,821.42
Health/Fitness Club	492	1,000 SFGFA	5.31	\$32,449.42	\$4,800.74
Middle School/Junior High School	522	1,000 SFGFA	1.81	\$11,026.25	\$1,631.28
High School	530	1,000 SFGFA	3.00	\$18,306.16	\$2,708.31
Church	560	1,000 SFGFA	1.48	\$9,037.95	\$1,337.12
Day Care Center	565	1,000 SFGFA	To be determined by TIA.		
Library	590	1,000 SFGFA	12.38	\$75,608.55	\$11,185.93
Hospital	610	1,000 SFGFA	1.50	\$9,182.70	\$1,358.54
Nursing Home	620	1,000 SFGFA	0.74	\$4,540.35	\$671.72
General Office Building	710	1,000 SFGFA	1.86	\$11,378.37	\$1,683.38
Medical-Dental Office Building	720	1,000 SFGFA	3.98	\$24,301.94	\$3,595.36
United States Post Office	732	1,000 SFGFA	17.01	\$103,869.11	\$15,366.95
Office Park	750	1,000 SFGFA	3.33	\$20,324.10	\$3,006.85
Research and Development Center	760	1,000 SFGFA	0.58	\$3,531.39	\$522.45
Business Park	770	1,000 SFGFA	0.64	\$3,891.62	\$575.75
Building Materials and Lumber Store	812	1,000 SFGFA	3.13	\$19,087.45	\$2,823.90
Variety Store	814	1,000 SFGFA	6.85	\$41,829.32	\$6,188.45
Free-Standing Discount Store	815	1,000 SFGFA	5.94	\$36,293.72	\$5,369.49
Hardware/Paint Store	816	1,000 SFGFA	3.03	\$18,500.00	\$2,736.99
Nursery (Garden Center)	817	1,000 SFGFA	10.53	\$64,304.33	\$9,513.52

This handout is not a substitute for current codes and regulations. Call Development Services at 425-837-3100 for additional information.

ITE Category	ITE Code	Unit of Measure	New PM Peak Hour Person Trip Ends	Traffic Impact Fee per Unit	Bicycle and Pedestrian Mitigation Fee per Unit
Shopping Center	820	1,000 SFGLA	4.86	\$29,670.21	\$4,389.57
Automobile Sales (Used)	841	1,000 SFGFA	5.69	\$34,746.58	\$5,140.59
Automobile Parts Sales	843	1,000 SFGFA	4.25	\$25,932.07	\$3,836.53
Tire Store	848	1,000 SFGFA	4.33	\$26,429.02	\$3,910.05
Supermarket	850	1,000 SFGFA	9.45	\$57,726.10	\$8,540.31
Convenience Market	851	1,000 SFGFA	32.49	\$198,411.51	\$29,354.05
Discount Supermarket	854	1,000 SFGFA	10.07	\$61,507.53	\$9,099.75
Discount Club	857	1,000 SFGFA	5.69	\$34,737.56	\$5,139.26
Home Improvement Superstore	862	1,000 SFGFA	2.31	\$14,135.25	\$2,091.24
Electronic Superstore	863	1,000 SFGFA	3.88	\$23,683.27	\$3,503.83
Pharmacy/Drugstore: no Drive Thru	880	1,000 SFGFA	17.79	\$108,662.94	\$16,076.17
Pharmacy/Drugstore: with Drive Thru	881	1,000 SFGFA	8.01	\$48,943.57	\$7,240.97
Furniture Store	890	1,000 SFGFA	0.30	\$1,852.62	\$274.09
Walk-in Bank	911	1,000 SFGFA	16.25	\$99,273.35	\$14,687.03
Drive-in Bank	912	1,000 SFGFA	20.75	\$126,755.27	\$18,752.85
Drinking Place	925	1,000 SFGFA	17.23	\$105,258.97	\$15,572.57
Quality Restaurant	931	1,000 SFGFA	8.00	\$48,867.98	\$7,229.79
High-Turnover (Sit-Down) Restaurant	932	1,000 SFGFA	6.51	\$39,742.72	\$5,879.75
Fast-Food Restaurant: no Drive Thru	933	1,000 SFGFA	32.31	\$197,320.31	\$29,192.61
Fast-Food Restaurant: with Drive Thru	934	1,000 SFGFA	26.67	\$162,890.99	\$24,098.96
Coffee/Donut Shop: no Drive Thru	936	1,000 SFGFA	55.09	\$336,439.54	\$49,774.65
Coffee/Donut Shop: with Drive Thru	937	1,000 SFGFA	67.66	\$413,252.64	\$61,138.79
Quick Lubrication Vehicle Shop	941	1,000 SFGFA	13.20	\$80,612.06	\$11,926.18
Automobile Parts and Service Center	943	1,000 SFGFA	3.43	\$20,940.60	\$3,098.06
Gasoline/Service Station	944	Vehicle Fueling Positions	9.77	\$59,690.91	\$8,830.99
Self-Service Car Wash	947	Wash Stalls	8.40	\$51,332.28	\$7,594.37

Source: ITE, Trip Generation Manual, 10th edition. **Abbreviations:** ITE = Institute of Transportation Engineers.

*This list consists of the most common ITE categories. See Development Services if your category is not listed.

*Impact Fee Rates are based on the current fees in effect at time of building permit issuance.

This handout is not a substitute for current codes and regulations. Call Development Services at 425-837-3100 for additional information.

APPENDIX #5

Roof Solar System



GO SOLAR. SAVE MONEY.

Hossein Khorram

**2300 Newport Way NW
Issaquah, WA 98027**

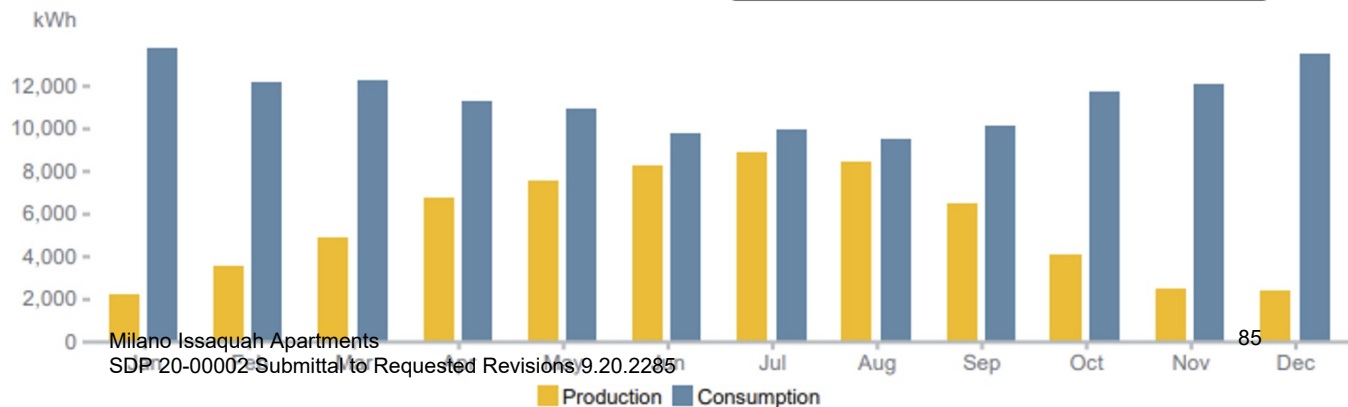
60.06 kW_{DC} (STC)

66,082 kWh (year 1 estimated)

**ENERGY
OFFSET**

48%

Annual Production/Consumption Estimate



Milano Issaquah Apartments

SDP 20-00002-Submittal to Requested Revisions 9.20.2285

85



Milano Issaquah Apartments, Issaquah WA & CapStone Solar

DECARBONIZE WITH SOLAR

an investment in our future

Within 25 years, our solar is the same as:



15,600 Trees Planted



60,232 Miles Saved / Year



1,415 Barrels of Oil Saved



499 Acres of US Forest



603,161 lbs of Coal Saved

For more information about the benefits of solar call **360-318-3984**

An Easy Financial Decision - Own Your Power!

Project Info:

Your Solar System:

Size (kW): 60.00

Cost: \$ 172,590.00

Andrew Pryor
360.318.3984

Incentives and Rebates:

30% Federal Tax Credit: \$ 51,777.00

MACRS: \$ 54,268.00

We Pay!: (3 Referrals)

Net Cost After Incentives: \$ 66,545.00

Solar Savings/Production:

Solar Production (kWh/Year): 62,350

Est. Yearly Savings: \$ 6,858

Avg. Monthly Savings: \$ 571

25-Year (Warrantied) Savings: \$ 257,175 (w/ 5% inflation per year.)



How Solar Pays For Itself And Saves You Money:

Starting Monthly Payment: - NO CASH DOWN!

(WePay! can be used to make payments until you receive tax credits!)

Est. New Lower Payment:

(after applying all tax credit money, and WePay!)

5-Year Re-Am Payment:

(vs)

MONTHLY POWER BILLS	
INCREASING BY 5% YEARLY	
\$ 571	/mo - 1st year avg. monthly bill
\$ 600	/mo - 2nd year avg. monthly bill
\$ 630	/mo
\$ 662	/mo
\$ 695	/mo
\$ 730	/mo
\$ 767	/mo
\$ 805	/mo
\$ 845	/mo
\$ 887	/mo
\$ 931	/mo - 11th year avg. monthly bill
...and more every year!	

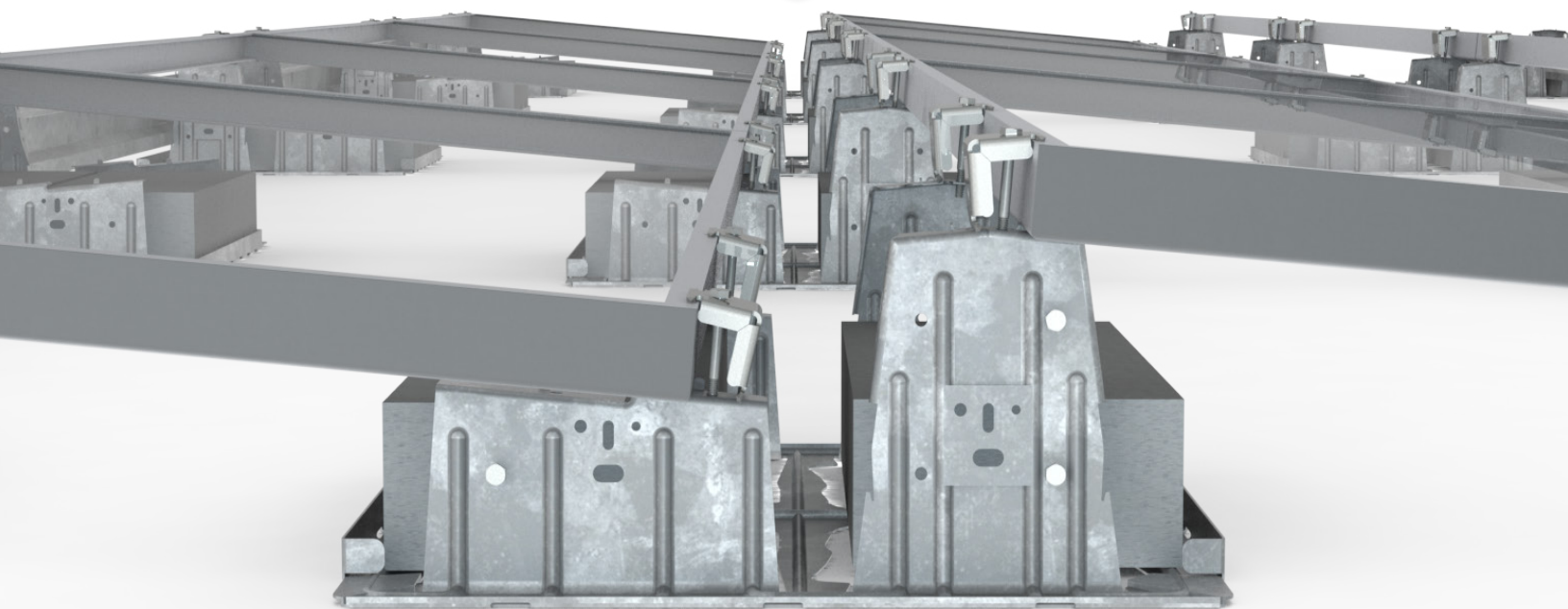
ROOFMOUNT | RM5

SOUTH FACING 5 DEGREE TILT



BETTER SOLAR STARTS HERE

RM5 is a ballasted south-facing five-degree tilt mounting system for flat roofs. Fewer components, single tool installation, snap-in hardware, and integrated bonding ensure high speed installation, while features such as 7.5" or 11" row spacing and optional wind deflector, roof attachments, MLPE mount, and wire management provide a complete solution. UNIRAC's unmatched commercial project support makes construction easy, from permitting through installation, and **RM5** is supported by North America's largest distribution network. Plus, enjoy peace of mind with UNIRAC's industry-leading 25-year warranty.



MAXIMIZE PROFITABILITY AT EVERY STEP

FOR QUESTIONS OR CUSTOMER SERVICE VISIT UNIRAC.COM OR CALL (505) 248-2702

Milano Issaquah Apartments
SDP 20-00002 Submittal to Requested Revisions 9.20.2288

ROOFMOUNT | RM5

SOUTH FACING 5 DEGREE TILT



BETTER SOLAR STARTS HERE

OPTIMIZE ARRAY LAYOUT

MAXIMUM LAYOUT FLEXIBILITY WITH TWO ROW SPACING OPTIONS

5 Degree Tilt with 7" / 11" Row Spacing Options

Set, Then Clamp Feature, Provides Better Construction Sequencing for Rapid Installation

Simplified Wire Management, with Two (2) Optional Unirac Clips

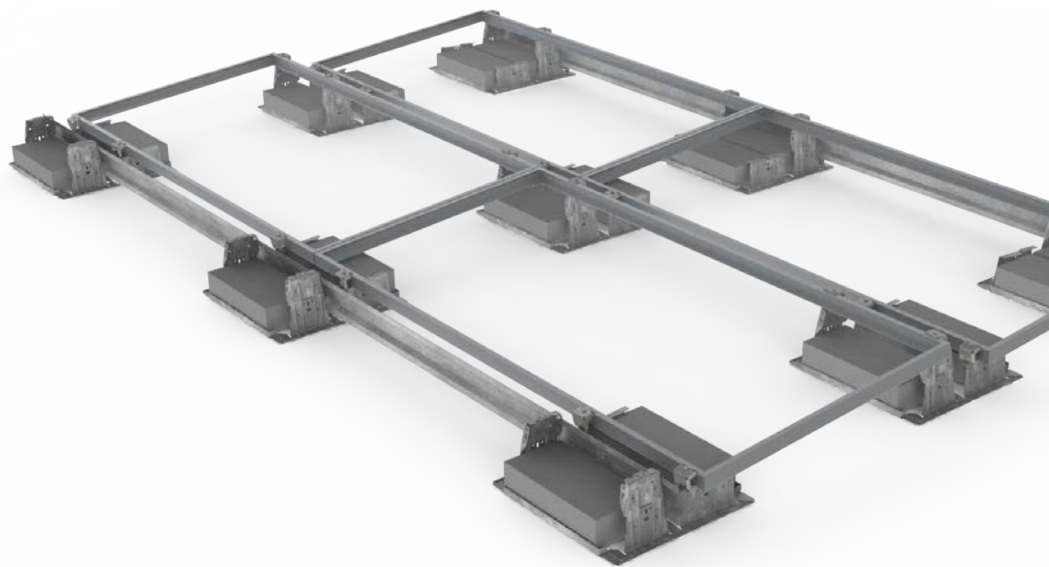
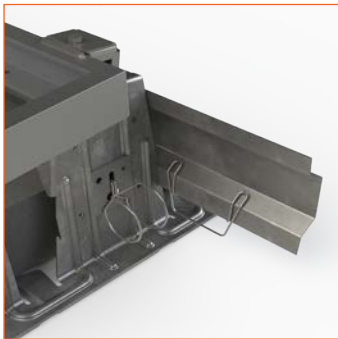
Wind Deflector for Ballast Reduction & Fire Mitigation

Optional Roof Attachment Meets a Variety of Project Requirements

MPL Mount with Engage Trunk Cable Wire Management Clip

G235 Steel - Double the Corrosion Protection of other Industry Products

Compact Packaging - Up to 1 MW / Truck



GENERATE LAYOUTS IN MINUTES WITH U-BUILDER ON-LINE DESIGN TOOL

HelioScope Integration • Google & Bing Maps • Ballast Distribution Maps • Site Specific Engineering Reports • Layout Multiple Arrays per Project • CAD Downloads

INDUSTRY LEADING PROJECT SUPPORT

UNIRAC's Team of Technical Experts & Professional Engineers is Your Partner Through Design, Engineering, Permitting and Installation.

GUARANTEED PERMIT APPROVAL

UL2703 Certification Documents • Stamped 3rd Party PE Letters • Construction Drawings • AHJ Outreach Program

FASTEST DELIVERY IN THE INDUSTRY

In Stock & Ready to Ship From North America's Largest Flat Roof Distribution Network.

WORLD CLASS INSTALLATION TRAINING & SUPPORT

Library of QuickTips Installation Videos • Installation Guides • Live Demos • Train the Trainer Program

MAXIMIZE PROFITABILITY AT EVERY STEP

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Milano Issaquah Apartments
SDP 20-00002 Submittal to Requested Revisions 9.20.2289

APPENDIX #6

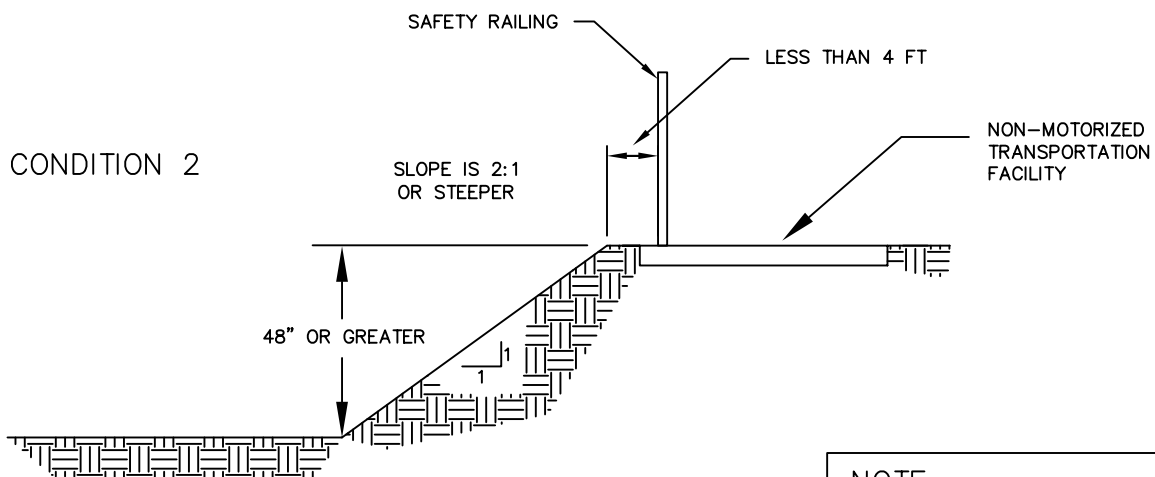
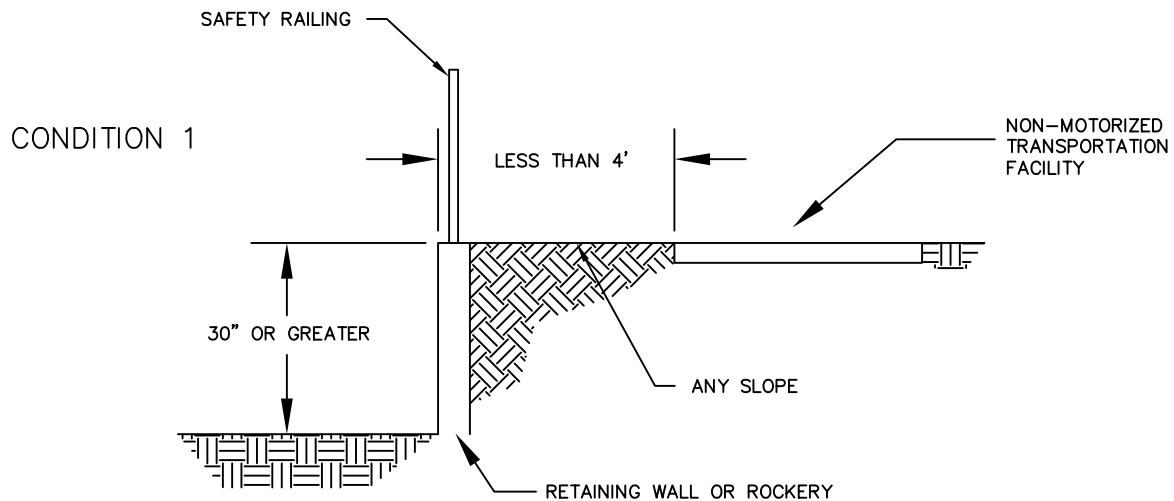
IBC 1015.2 and 1015.4 Compliant Guard Rail

1015.4 Opening limitations. P

Required *guards* shall not have openings that allow passage of a sphere 4 inches (102 mm) in diameter from the walking surface to the required *guard* height.

Exceptions:

1. From a height of 36 inches (914 mm) to 42 inches (1067 mm), *guards* shall not have openings that allow passage of a sphere $4\frac{3}{8}$ inches (111 mm) in diameter.
2. The triangular openings at the open sides of a stair, formed by the riser, tread and bottom rail shall not allow passage of a sphere 6 inches (152 mm) in diameter.
3. At elevated walking surfaces for access to and use of electrical, mechanical or plumbing systems or equipment, *guards* shall not have openings that allow passage of a sphere 21 inches (533 mm) in diameter.
4. In areas that are not open to the public within occupancies in Group I-3, F, H or S, and for *alternating tread devices* and ships ladders, *guards* shall not have openings that allow passage of a sphere 21 inches (533 mm) in diameter.
5. In assembly seating areas, *guards* required at the end of *aisles* in accordance with Section 1029.17.4 shall not have openings that allow passage of a sphere 4 inches (102 mm) in diameter up to a height of 26 inches (660 mm). From a height of 26 inches (660 mm) to 42 inches (1067 mm) above the adjacent walking surfaces, *guards* shall not have openings that allow passage of a sphere 8 inches (203 mm) in diameter.
6. Within individual *dwelling units* and *sleeping units* in Group R-2 and R-3 occupancies, *guards* on the open sides of *stairs* shall not have openings that allow passage of a sphere $4\frac{3}{8}$ (111 mm) inches in diameter.



NOTE:

SAFETY RAIL TYPE AND
INSTALLATION TO BE
SPECIFIED BY THE REVIEW
ENGINEER.

[Back to Table of Contents](#)

NO SCALE



CONDITIONS REQUIRING SAFETY RAILINGS

NOTE: THE ORIGINAL IS SIGNED BY THE ENGINEER, APPROVED FOR PUBLICATION AND FILED AT THE CITY OF ISSAQUAH PUBLIC WORKS ENGINEERING OFFICE.

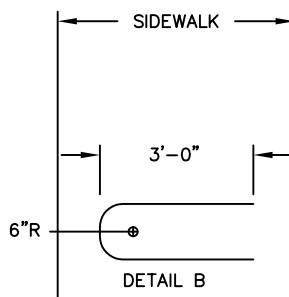
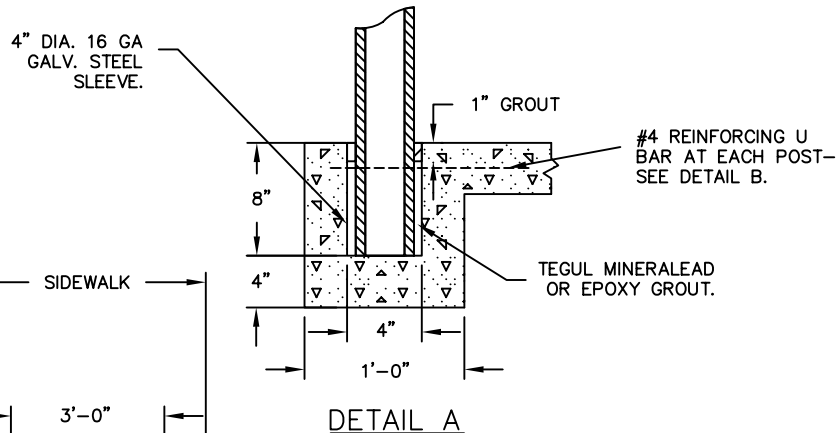
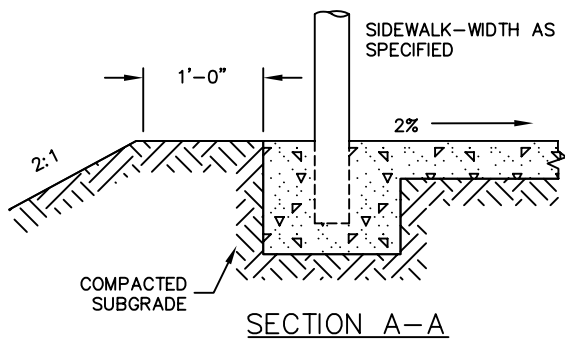
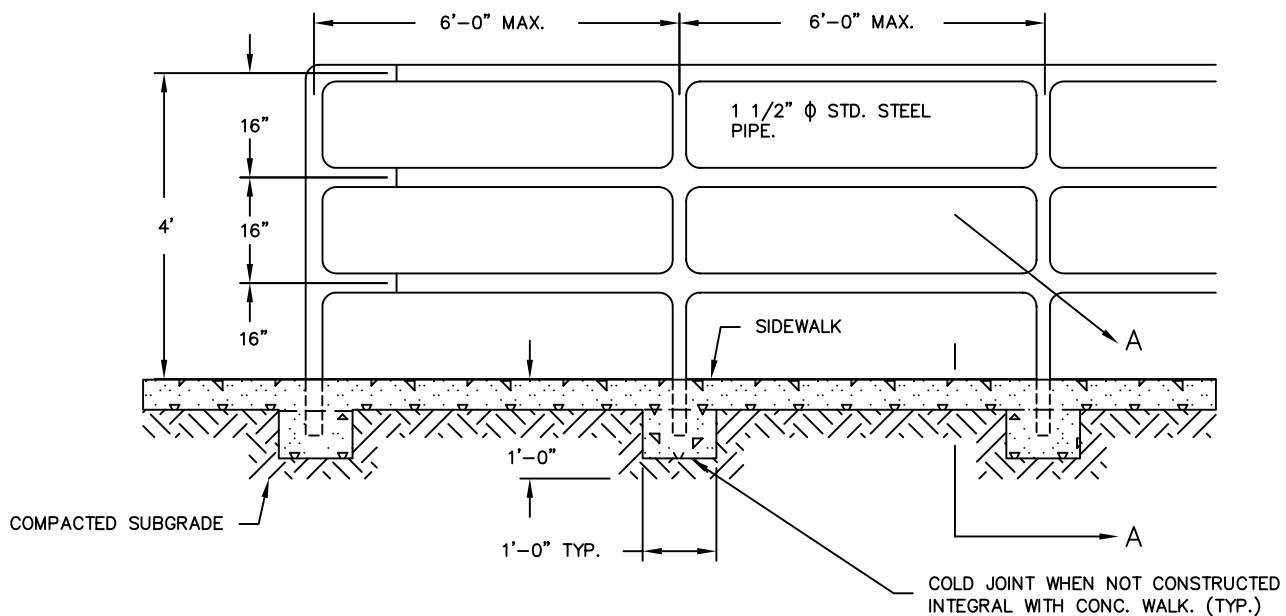
**STANDARD
DETAIL NO.**

T-40

REV: 92

AUGUST 2010 Issaquah Apartments

SDP 20-00002 Submittal to Requested Revisions 9-20-2292



PLAN VIEW

NOTES:

1. RAILING SHALL BE ANNOIDIZED ALUMINIUM.
2. ALL POSTS SHALL BE PLUMB AND RAILS PARALLEL TO GRADE.
3. PIPE MATERIAL SHALL CONFORM TO ASTM A53.
4. REINFORCING STEEL, ASTM A 615, GR60.

[Back to Table of Contents](#)

NO SCALE



AUGUST 2010
Milano Issaquah Apartments

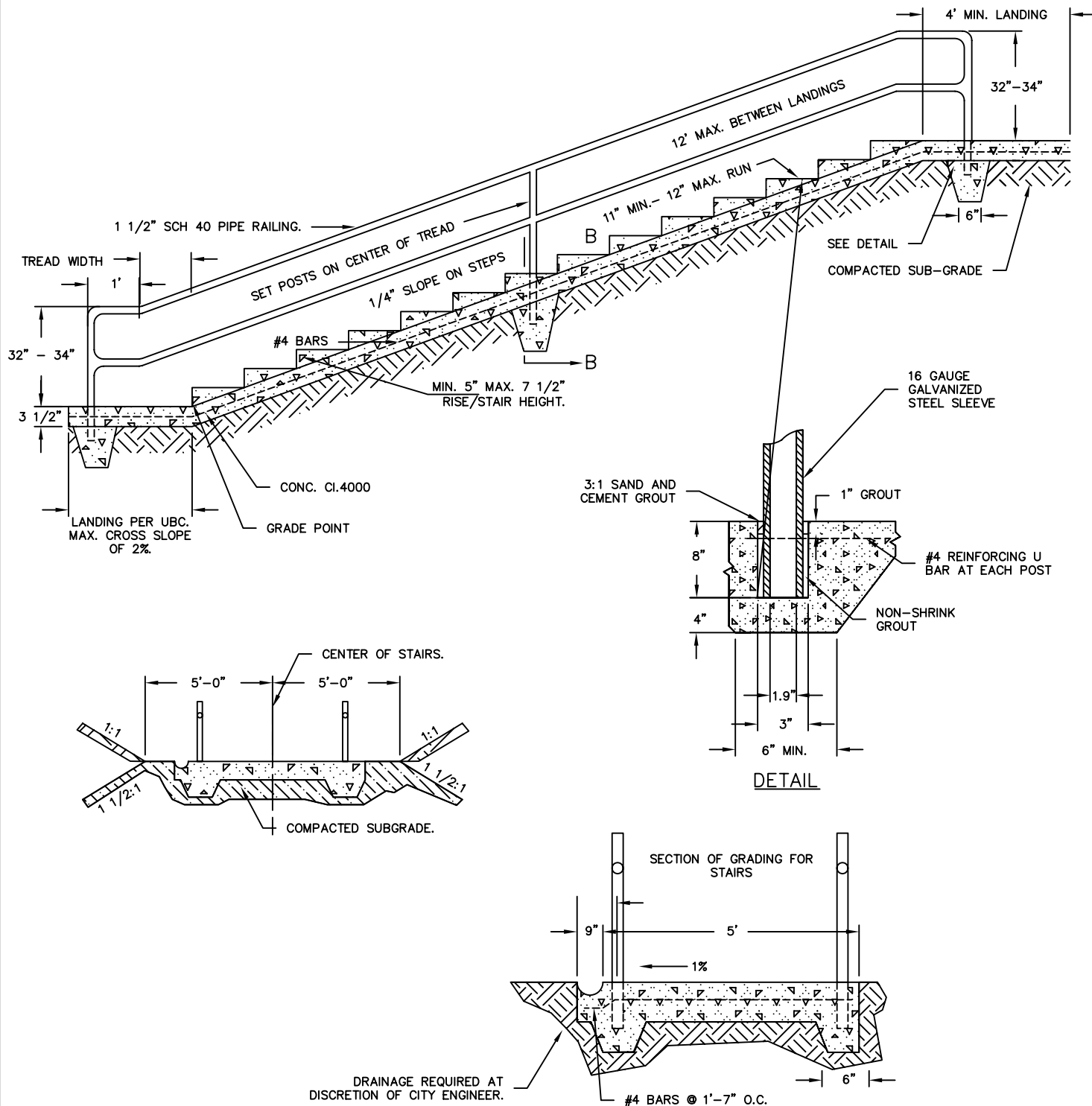


SAFETY RAILING

NOTE: THE ORIGINAL IS SIGNED BY THE ENGINEER, APPROVED FOR PUBLICATION AND FILED AT THE CITY OF ISSAQUAH PUBLIC WORKS ENGINEERING OFFICE.

**STANDARD
DETAIL NO.
T-41**

REV: 93



SECTION B-B

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NO SCALE

CITY OF
ISSAQUAH
PUBLIC WORKS DEPARTMENT

AUGUST 2010

Milano Issaquah Apartments



HAND RAILING AND CONCRETE STAIRS

NOTE: THE ORIGINAL IS SIGNED BY THE ENGINEER, APPROVED FOR PUBLICATION AND FILED AT THE CITY OF ISSAQUAH PUBLIC WORKS ENGINEERING OFFICE.

STANDARD
DETAIL NO.
T-42

REV: 94



relocate existing IBC
Section 1015.2 with no
opening over 4" as shown,

install the
relocated
safety
railing
here

Existing
Safety rail

existing
guard rail
end here



APPENDIX #7

Consultant's Reply to the below question is attached.

"As previously requested, please respond to the following items in the next SDP submittal:

Question 1. Demonstrate all construction activities for the project and proposed culvert modification are outside the Ordinary High-Water Mark (OHWM) of Schneider Creek. Revise plans to show elevation and location of OHWM around the Schneider Creek Culvert."

9 September 2022

TAL-1816

Mr. Hossein Khorram
Milano Issaquah Apartments, LLC
12225 NE 8th Street
Bellevue, Washington 98005

REFERENCE: Milano Issaquah Apartments project in Issaquah, Washington.

SUBJECT: Response to Comment #1 of the City's civil redline comments.

Dear Hossein:

As requested, we are providing the following response to the City of Issaquah's civil redline comment #1. The text of the comment is provided below in **bold** text. Our responses follow in *italic* text

1. Demonstrate all construction activities for the project and proposed culvert modification are outside the Ordinary High-Water Mark (OHWM) of Schneider Creek. Revise plans to show elevation and location of OHWM around the Schneider Creek Culvert.

- 1. The Project Environmental Engineer shall flag the Stream Ordinary High Water Mark (OHWM), and all such flags shall be inspected and maintained weekly by the Project Contractor.*
- 2. Install approved double silt fence per the Temporary Erosion and Sediment Control (TESC) Plan for each of the following phases: a) Demolition; b) Construction; and c) Buffer enhancement. See the TESC plan for the approximate locations of the double silt fence for each phase. The double silt fence will be installed at approximately 2 ft from the Stream's OHWM for shallow-sloped areas within the buffer enhancement zone. The fencing shall be installed at the top of slope for the reach of Schneider Creek near Newport Way NW to maximize the working distance to Schneider Creek. The final location of the double silt fence will be decided in the field after consultation and onsite review with the City Inspector.*
- 3. The Project Surveyor shall mark the combined reduced Stream and Wetland buffers ("Reduced Buffers") with wooden and metal markers at 20' on center (OC) and at turns as established by current survey standards.*

4. *The Project Surveyor shall mark the Tree Protection Zone ("TPZ") with wooden and metal markers on all sides for all significant trees to be retained as specified by the Project Arborist's Memo for Tree Protection Adjustments ("Arborist's Memo").*
5. *Reduced Buffers and TPZ will be restricted from unauthorized construction activity with the installation of movable chain link fencing secured to cement blocks. The chain link fencing shall be a minimum of 6 feet high and mounted on two-inch diameter metal posts at no more than 10-foot spacing ("Combined Fence").*
6. *Access to the Reduced Buffers and TPZ will be prohibited to non-construction or pedestrian traffic. The Combined Fence shall extend along Newport Way NW to the property's southeastern corner and the northeastern property corner adjacent to the Revel Issaquah Retirement Community.*
7. *TPZ "fixed" barriers of chain link, per Arborist's Memo for Tree Protection Adjustments may be substituted for the movable fencing and be combined with the buffers if the Project Arborist agrees to accommodate certain phases of construction.*
8. *The Combined Fence that protects the existing trees in TPZ shall have two warning signs prominently displayed and equally spaced at 10 ft OC. The signs adjacent to the retained trees shall be a minimum of 8.5 x 11-inches and clearly state: "WARNING – Tree Protection Zone – Entrance Prohibited. To report violations, contact code enforcement at (425) 837-3107"*
9. *The Combined Fence when not along the TPZ (adjacent to the construction area, Newport Way NW, and Revel Issaquah Retirement Community) shall state "Critical Area, Authorized Personnel Only" or similar language as approved by Director. Size and Height: These signs will be at minimum eight and one-half (8.5) inches tall by eleven (11) inches wide. The overall sign shall be posted at three (3) to five (5) feet high. Lettering shall be white on a dark background and made from aluminum. The title on the signs shall be at a minimum of one-half inches in size. The following text shall be at a minimum of one-quarter inches in size. Signs shall be secured to the Combined Fence*
10. *The smallest sized equipment shall be used for the demolition and removal of the house, garage, deck, driveways, septic tank, significant trees to be removed from the Reduced Buffer Area, and fuel tank (if one is present). Demolition work will occur under the supervision of the Construction Contractor, Project Arborists, or other project consultants. No equipment will be operated during construction activities within the buffer areas or in ways that could potentially compromise the stream, wetland, or any designated retained significant trees.*
11. *Unless otherwise approved by the City Inspector, the Lock and Load wall will be constructed during the summer dry months for the ROW improvements and immediately around the culvert. The base for the Lock and Load wall will, to the maximum extent practicable, be hand excavated after the approved double silt fence protecting Schneider Creek is verified to be properly installed. This will*

minimize the risks of stream or buffer impacts. If needed, a street use permit will be obtained that will allow the smallest backhoe capable of completing the Lock and Load Wall to operate along the northern side of Newport Way NW. Absolutely no equipment will be operated within the stream or buffer areas or in manners that could result in an alteration to Schneider Creek.

We trust that the responses to Comment #1 are sufficient to allow this project to proceed with permitting at the City of Issaquah. If you have any questions or require additional information, please contact Bill Shiels or me at (425) 861-7550.

Sincerely,
TALASAEA CONSULTANTS, INC.

Digital Signature. Not for use on financial or legal documents.

Digital Signature. Not for use on financial or legal documents.

David R. Teesdale, PWS
Senior Ecologist.

APPENDIX #8

Consultant's Reply to the below question is attached.

"As previously requested, please respond to the following items in the next SDP submittal:

Question 3. Demonstrate the project and proposed culvert modification do not "alter" the creek. See definition of "alteration" in IMC 18.10.390 and stream protection mechanisms in IMC 18.10.770."

(See yellow highlighted area)

9 September 2022

Mr. Hossein Khorram
Milano Issaquah Apartments LLC
12224 NE 8th Street, Office
Bellevue, WA 98005

Reference: Response to City's Peer Review Comments, Civil Comments and Revised Critical Area Report, Mitigation and Tree Retention Plans

Dear Hossein,

In response to the City's recent comments, we are providing the following responses. The City comment is provided in **bold** font and our responses are provided in *italic* font.

From recommendations by The Watershed Company in a letter to Valerie Porter of the City of Issaquah, 21 July 2022:

- 1. Revise the Wetland B buffer modification to no less than 85 percent of the standard 75-foot buffer (63.75 feet)**

W2.0 shows the Wetland B buffer reduced to 63.75 feet.

- 2. Quantify the entire stream buffer to be reduced, including within the overlapping wetland buffer (as adjusted per Recommendation #1 above) and ensure that the area of impervious surface to be removed equals exceeds the area of stream buffer to be reduced.**

The impervious area to be removed is stated on sheet W1.0 at 7,929 sf and the area of stream buffer reduction is stated on sheet W2.0a at 7,126 sf.

- 3. Revise the bond quantity worksheet so that the total surety bond is 150 percent of the mitigation cost.**

The bond quantity worksheet in Appendix D of the Critical Areas report has been reflected to show the calculation for 150% of the mitigation costs for a total of \$200,386.57

Regarding Tree Retention and protection during construction, in addition to all significant trees required to be retained within the critical areas, the project proposes to retain two significant trees adjacent to the critical area and the through-block passage.

Sheet W3.0 and a memo prepared by Davey Resource Group on 28 August 2022 identify these trees and protection measures. The project proposes to fully fence the critical areas and around the two significant trees with a chain link fence to maximize protection during the construction process limiting the area to construction personnel only as necessary.

The project seeks an Exception for a 15% reduction to Wetland B pursuant to *IMC 18.10.650(D)(3)(d)* through onsite buffer vegetation enhancement and restoration, and a 25% reduction in the stream buffer pursuant to *IMC 18.10.790.D(5)* through the removal of impervious surface area at a ratio of 1:1, provided that the allowed reduced area is no more than the existing, legally nonconforming impervious surface area within the stream buffer.

The project is seeking an Exemption pursuant to *IMC 18.10.400.E Exemptions* from maintenance, operation, repair, modification, or replacement of publicly improved roadways or recreation areas. Any alteration involving the expansion of improvements into previously unimproved areas shall include the approval of the Director. Furthermore, states “[t]he following are general **exemptions** to the provisions of this chapter and the administrative rules; however, provisions of this section are not exempt from the City of Issaquah Shoreline Master Program when applicable. These **exemptions** are not subject to any review or approval process, except where noted.” The Applicant has obtained a Conditional Approval from the City of Issaquah (see attached).

IMC 18.10.770 through *IMC 18.10.795* are outside the noted **Exceptions** and **Exemptions**, and apply to projects that “alter” critical areas as defined under *IMC 18.10.390*.

The project proposes no alteration to Schneider Creek or the existing culvert under Newport Way NW. The Project proposes to install an approved double silt fence per the Temporary Erosion and Sediment Control (TESC) Plan (See the Environmental Consultant Letters, Attached). See the TESC plan for the approximate locations of the double silt fence for each phase. The double silt fence will be installed at approximately 2 ft from the Stream’s OHWM for shallow-sloped areas within the buffer enhancement zone. The fencing shall be installed at the top of slope for the reach of Schneider Creek near Newport Way NW to maximize the working distance to Schneider Creek. The final location of the double silt fence will be decided in the field after consultation and onsite review with the City Inspector.

The project proposes no alterations to Schneider Creek or the portion of the culvert under Newport Way NW that currently extends within the OHWM for Schneider Creek. and a double layer silt fence is proposed to be located approximately two (2) feet out beyond the flagged ordinary high water marks (OHWM) on-site, and will be regularly checked for positioning to ensure no work falls below the OHWM). The project meets

the requirements of *IMC 18.10.770*, and *IMC 18.10.775* conditions do not apply to this project because the project proposes no crossing nor alterations of Schneider Creek as it currently exists. Rather, the project seeks the exemption pursuant to *IMC 18.10.400.E* for the improvement of the roadway with a low wall extending from the existing culvert westward, and as a condition of the approval of the Director.

Please find attached, our updated Critical Areas Report and Mitigation Plans in accordance with the above subjects.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Eva Parker, PLA
Senior Project Manager
TALASAEA CONSULTANTS, INC.

Revised 9 September 2022 by:



David R. Teesdale, PWS
Senior Ecologist

Encl. Critical Areas Report with Mitigation Plans and Arborist Memo

working in stream
buffer under IMC
Exception
18.10.790.D.5.

Previous ROW
Expansion
under IMC
Exemption
18.10.400.E.
Developer
proposing to
continue this
ROW work
under same
Exemption

Previous ROW
Expansion
under IMC
Exemption
18.10.400.E
Developer
proposing to
continue this
ROW work
under same
Exemption

working in stream
buffer under IMC
Exception
18.10.790.D.5.

typical example of when working outside IMC Exceptions 18.10.650 (D)(3) (d), 18.10.790.D.5. and IMC Exemption 18.10.400.E. which makes the work subjected to IMC 18.10.770 Streams-General protection mechanisms.

Schnider Creek

18.10.770 Streams - General protection mechanisms.

Development activity on sites containing streams or stream buffers shall meet the requirements of this chapter. Streams and associated buffers shall not be altered (see definition of “alteration,” IMC [18.10.390](#)) except as expressly authorized by this chapter. The applicant is responsible for ensuring that the requirements of all other agencies with jurisdiction have been met. In addition, the following general protections apply to streams and associated buffers:

A. Development proposals on sites containing streams shall meet the requirements of IMC [18.10.770](#) through [18.10.795](#). Streams and associated buffers shall not be altered except as expressly authorized by this chapter and all approved alterations require mitigation plans. The applicant is responsible for ensuring that the requirements of all other agencies with jurisdiction have been met.

Potential Redevelopment Information 2300 Newport Way NW

LOCATION: 2300 Newport Way NW (Parcel # [2024069057](#))

LOT SIZE: 52,272 square feet or 1.2 acres (Source: King County Assessor's Office)

VISION The [Central Issaquah Plan](#) guides the long-term evolution of the City's 1,100 acre commercial core from a collection of strip malls to a vibrant mixed-use, pedestrian friendly, urban center. The plan is implemented through the Central Issaquah [Development and Design Standards](#) and an [Architectural/Urban Design Manual](#).

NEARBY DEVELOPMENTS:

For the next several years, numerous public and private projects are planned along Newport Way NW between State Route 900 and Southeast 54th Street (see [tentative projects timeline](#)) and [Active Projects List and Map](#).

ZONING: The property is zoned "VR" for Village Residential. The intent of the Village Residential District is to establish and preserve areas for moderate density residential uses and compatible commercial uses.

PERMITTED LAND USES:

The following is a summary of [Central Issaquah Development and Design Standards, Chapter 4, Table 4.3B Permitted Land Uses](#); view the table for all permitted uses in the Village Residential (VR) zone.

- Residential Uses: Single Family, Multifamily, Assisted Living
- Public/Quasi-Public Uses such as: Banquet/Meeting/Reception Halls, Church/Religious Facilities, Schools, Day Cares, Indoor and Outdoor Recreation
- Commercial Uses such as: Retail, Restaurants, Offices, Brewery/Microbrewery/Winery, Grocery Store (Midscale), Health Clubs, Theaters, Hotels, Flex Commercial Space, Medical Facilities

ENVIRONMENTAL CRITICAL AREA BUFFERS AND SETBACKS:

- Schneider Creek – Class 2 Stream with Salmonids.
 - 100' Buffer + 15' Building Setback. Restoration of the buffer with native trees and shrubs is required. Buffers are measured from the Ordinary High Water Mark (OHWM) of the stream. The 15' Building Setback allows parking and landscaping, no buildings. Removal of the residence and nearby driveways may qualify for reduction of the buffer to 75' if the criteria of IMC [18.10.790](#) are met.

GREEN BUILDING:

The City places a high priority on protecting the natural environment through sustainable development and green building practices. City staff are available to assist the development toward green building goals. To encourage green building, the City will expedite building permit review for projects that achieve Built Green 5 Star and LEED Gold. Please see our [Vision on Sustainable Development](#) and [Sustainable Building Incentives](#).

BUILDING AND SITE DESIGN:

Comply with the [Central Issaquah Plan](#) Vision and Developer Obligations for this “West Newport” neighborhood (currently pages 26-28).

Comply with the Central Issaquah [Development and Design Standards](#) and the [Architectural/Urban Design Manual](#) including:

Compliance with the Central Standards (Central Issaquah Development and Design Standards) including:

- Orienting buildings to the creek (also Natural Context Zone)
- Residences’ primary entrances shall be from circulation facilities with a pedestrian component, not an alley, and connects to Newport Way sidewalk/trail
- Road connection to Gateway Senior/Revel per Fig. 6A, Central Standards Chapter 6.0
- Internal road needs to meet a circulation facility standard, Central Standards Chapter 6.0
- Providing community space either individually and/or common space, Central Standards Chapter 7.0 & 13.0
- 60% streetwall along frontage, excluding critical area and building setback area, Central Standards Chapter 14.0
- No minimum FAR (Floor Area Ratio) because the site is outside of Urban Core and is less than 3 acres contiguous ownership
- No affordable housing required (though welcome!)

Compliance with the Architectural/Urban Design Manual including:

- Selecting and complying with an architectural style from the Traditional Issaquah styles
- Complying with Natural Context zone
- Complying with Hillside and Sloped Sites

Below is an excerpt of [Central Issaquah Development and Design Standards, Chapter 4.4 & Table 4.4 District Standards Summary Table](#), click this link for the full table with important footnotes:

Table 4.4A District Standards Summary Table ¹												
Zoning Districts	Floor Area Ratio (FAR)						Height ⁴		Setbacks ⁵		Build-To-Line ⁶ (Maximum Setback)	Maximum ⁷ Impervious Surface
	Min ²		Base ³		Max							
	Residential	Commercial	Residential	Commercial	Residential	Commercial	Base	Max ⁸	Side	Rear		
Village Residential	n/a	n/a ²	1.25	1.0	3.0	3.0	48'	65'	0'	0'	0' - 15'	80%

PARKING:

Minimum and Maximum parking requirements are dependent on land use. 50% of required parking shall be in structures. See [Central Issaquah Development and Design Standards, Chapter 8, Parking](#); for all parking requirements.

ACCESS AND INTERNAL STREET CONNECTIONS:

- The site may be accessed via a Newport Way driveway. The driveway location will require a professional traffic engineer design and must consider location factors including setback from Schneider Creek, and coordination with nearby intersections including the new Gateway Roundabout and NW Pine Cone Drive intersection. Work with the City engineers on where the project's internal road connection should be located (possibly aligned with NW Pine Cone Drive).
- Connection is also required to the driveway stub to the north via the Revel (Gateway senior housing) development in accordance with Central Standards Chapter 6.0, Figure 6A and Chapter 12.5.B "Connections to Surrounding Circulation Facilities and Properties".
- Maximum road grade 12% likely, including interior road.

NEWPORT WAY IMPROVEMENTS:

The City is developing a [street design for Newport Way Northwest](#), also called a [corridor concept](#), for this section of Newport that would re-envision it as a parkway, including a median/turn pockets, landscaped buffers on both sides of the road, bike lanes, sidewalks, and a shared use path. The improvements remain in the design phase, the anticipated date for construction depends on City Council funding decisions. See attached conceptual plans (subject to change) from the October 23, 2017 Neighborhood Meeting.

- Eliminate the super-elevation on Newport Way to meet national safety standards.
 - Where the existing super-elevation equals 8% or greater, the developer shall provide a super-elevation of 4% or less.
 - Where the existing super-elevation is less than 8%, the developer shall provide a super-elevation of 2% or a standard 2% crown.
 - The center median can be used as a grade break where applicable.
 - No grade break is allowed in the travel lanes including left turn lanes.
- Comply with the Council-adopted Newport Way corridor concept, including a raised intersection at NW Pine Cone Drive. The full design report that was approved by City Council (including the raised intersection) can be found here: <http://www.issaquahwa.gov/corridorconcept>. Work with City engineers on the presence or absence of a median along the frontage
- Gateway Senior Housing/Revel is currently installing a landscape island on the westerly leg of Newport/Pine Cone (Recommend coordination with Revel developer, Wolff)
- Gateway Senior Housing/Revel wall along the site's Newport frontage may be eliminated (Recommend coordination with Revel developer, Wolff)
- The Washington State Department of Fish and Wildlife (WDFW) and Indian tribes require that the Schneider Creek culvert under Newport Way be replaced when construction alters the creek or culvert as part of any Newport Way improvements. If this property redevelops prior to the construction of the City's corridor project, the City or other permitting agencies may request this development to replace the culvert if construction alters the creek or culvert. Under current City code, the City of Issaquah cannot require the developer to replace the Schneider Creek culvert under Newport Way, unless the developer alters the creek or culvert in some way that would make it more difficult for fish passage.

Contact Kurt Seemann, Transportation Manager, for more information – KurtS@issaquahwa.gov, 425-837-3443.

SEWER:

The site is currently served by a septic system that is not viable for use as part of redevelopment. Public sewer is present along the Newport Way frontage – a pump station would be required. A public sewer easement to the sewer main on the adjacent Gateway Senior Housing/Revel development will also be available for gravity connection from the north property line. Connection to this sewer main is possibly subject to a latecomer agreement payment. Contact Denise Pirolo, Senior Engineer, for more information - Dougs@issaquahwa.gov, 425-837-3432.

WATER:

Public water main is located in Newport Way. A public water easement to the water main on the adjacent Gateway Senior Housing/Revel development will be available from the north property line to loop the water line through Revel.

Connection to this water main is possibly subject to a latecomer agreement payment. Fire flow requirements will determine fire hydrant locations and if any existing water mains must be upgraded.

Contact Denise Pirolo, Senior Engineer, for more information - Dougs@issaquahwa.gov, 425-837-3432.

STORMWATER:

All new development and redevelopment must follow stormwater standards from the [2017 City of Issaquah Addendum](#) to the Washington State Department of Ecology's most recent [Stormwater Management Manual for Western Washington](#). Note: Use the 2014 amended Department of Ecology document.

- To consider storm tight line connection to Gateway Senior Housing/Revel development, please coordinate with Revel developer, Wolff.

[Click here to learn more](#) or contact Stacey Rush, Senior Engineer, for more information – Stacyer@issaquahwa.gov, 425-837-3089.

EASTSIDE FIRE AND RESCUE:

- Design rate any vault lid to support fire truck outriggers
- No parking along internal road if a Fire Lane
- Assuming buildings are sprinkled
- Provide fire hydrants key

Contact Mark Lawrence, Assistant Fire Marshal, for more information – MLawrence@esf-r.org, 425-313-3322.

DEVELOPMENT REVIEW PROCESS:

STEP 1: BEFORE PERMIT SUBMITTALS - Feasibility phone calls, emails and meetings with staff. Work with your architects, engineers, and other professionals to design the project.

STEP 2: LAND USE PERMIT(S) – Includes Pre-Application Meeting, the specific ASDP or SDP is determined by [Table 4.3A Levels of Review, Chapter 4, Central Issaquah Development and Design Standards](#). Special studies to address stream and any other environmental impacts, traffic, geotechnical issues, etc. are required. See [Land Use Application Packets](#) for appropriate permit packets.

STEP 3: CONSTRUCTION PERMITS - See [Construction Permits Packets](#) for permit packets.

FEES:

[Land Use Review Fee Schedule](#) – Includes Pre-Application Meetings, Traffic Concurrency, ASDP, SDP, SEPA
[Impact and Mitigation Fees](#) – Traffic, Fire, Schools, Parks, General Government, Police, Pedestrian and Bike Facilities
[Construction Permit Fees](#) – Includes Building Permit, Site Work (clearing and grading), Flood Hazard, Plumbing/Mechanical, Street Use, etc.

The above comments rely on certain assumptions and do not consider all factors which may impact development on the property, including the State Environmental Policy Act (SEPA), traffic and water requirements, fire codes, building codes, etc. In addition, the specific development regulations referenced above may be amended. You should consult with professionals regarding your situation to verify all conclusions based on the same set of assumptions as the city.

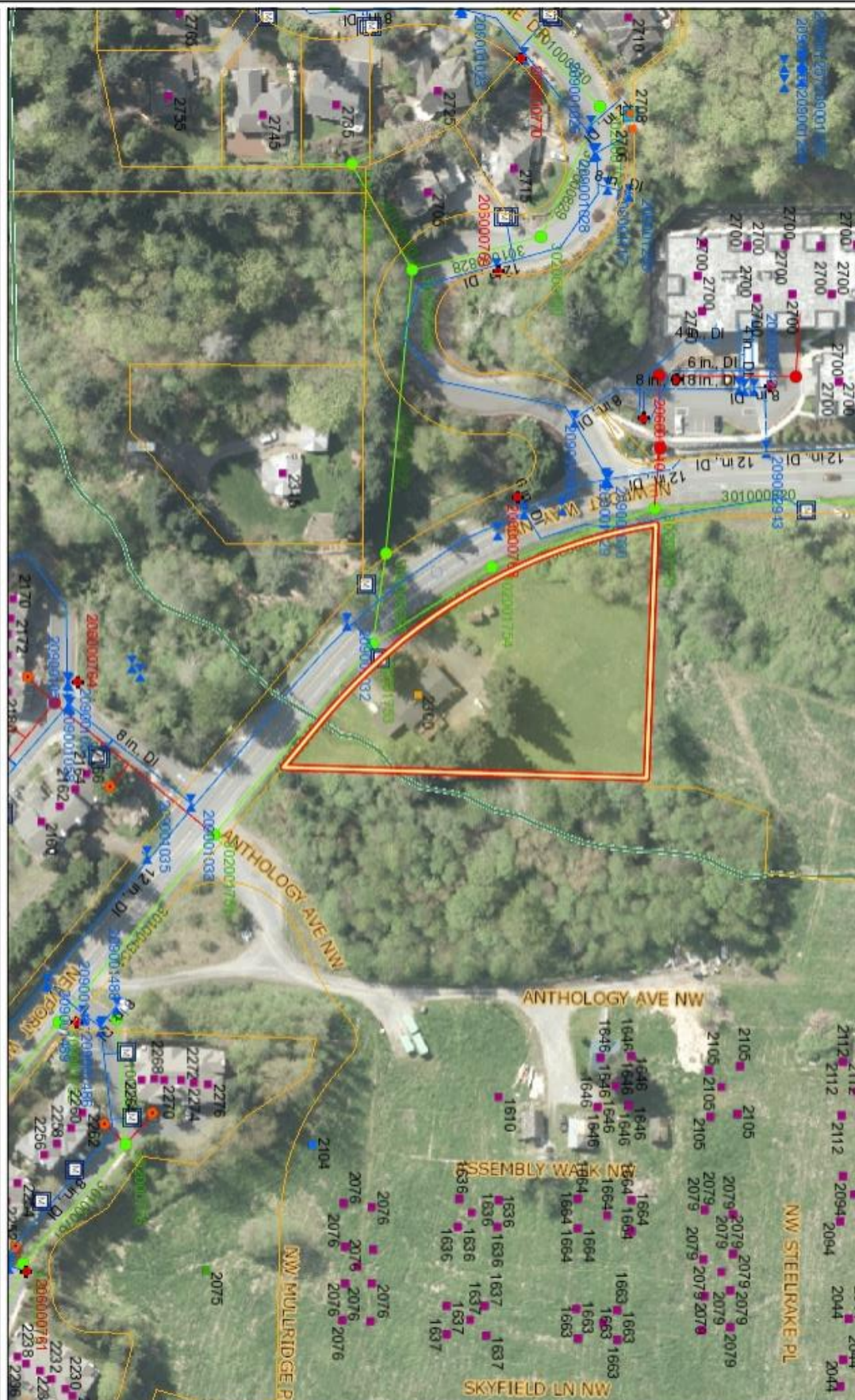
ATTACHMENTS:

- Aerial Vicinity Map
- Newport Way DRAFT Concept Plans – Pine Cone Drive vicinity – *Subject to Change*

QUESTIONS?

Initial Contact: David Favour, Counter Services Manager, davef@issaquahwa.gov, 425-837-3090

Economic Development: Tim Dutter, Economic Development Manager, timd@issaquahwa.gov, 425-837-3424



2590 0 129.51 2590 Feet

1:1,554



City of Issaquah GIS

DISCLAIMER: These maps and other data are for informational purposes and have not been prepared for, nor are they suitable for legal, surveying, or engineering purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The City of Issaquah makes no warranty or guarantee as to the content, accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained herein.

NW PINE CONE DRIVE – DESIGN SOLUTION

BENEFITS

A raised intersection is the preferred option for NW Pine Cone Drive. The benefits include:

- **Improved pedestrian visibility**
- Raised crosswalks across all legs of the intersection
- **Traffic calming**
 - Changes the character of the arterial to a more neighborhood feel
 - Raised concrete pavement in the intersection calms traffic
- Left turn lanes improve access from Newport Way NW to neighborhoods

BACKGROUND

- A raised intersection creates a more friendly pedestrian environment and gives drivers a heads-up that they are entering a neighborhood
- Intersection design allows for future fourth leg on the north side to access potential development
- Grading and ROW impacts are minimized

OTHER ALTERNATIVES CONSIDERED

A roundabout was considered but not selected because it would require a rebuild of Pine Cone Drive with a slope of 22% and would necessitate large retaining walls (9' - 15' tall), which would significantly increase project costs. It would also require disproportional ROW impacts to Hildreth's redevelopable area.

A Flying T intersection was also considered but was not selected due to low traffic volumes; in addition, it cannot accommodate a future fourth leg.



PLAN



Raised intersection examples



NEWPORT WAY NW – NEIGHBORHOOD MEETING

OCTOBER 23, 2017

NW PINE CONE DRIVE



EXISTING CONDITION

CONCEPTUAL IMAGE



NEWPORT WAY NW - NEIGHBORHOOD MEETING

OCTOBER 23, 2017

APPENDIX #9

Arborist's Tree Protection Adjustments



Local Office
18809 10th Ave NE
Shoreline, WA, 98155
1-800-966-2021

Corporate Headquarters
295 South Water Street
Kent, OH 44240
800-828-8312

August 28, 2022

Hossein Khorram
Milano Issaquah Apartments

12224 NE 8th Street, Office
Bellevue, WA 98005
(425) 830-6606
Milano@milanoapts.com

This memo serves to supplement the tree protection standards from the *Arborist Report & Tree Protection Plan* completed by Davey Resource Group (DRG) in September 2020 for Milano Issaquah Apartments at 2300 Newport Way NW, Issaquah, WA. 98027. Specifically, this memo will address the modified tree protection recommendations for **Tree ID#s 4 & 10** to allow for development that will encroach under the dripline slightly. All recommendations herein were made after a site visit on August 17, 2022 by an International Society of Arboriculture (ISA) Certified Arborist (NE-6913A) from DRG.

There are two considerations when evaluating tree root disturbance during construction; the removal of absorption roots and anchoring roots. Removal (or compaction in the area) of the feeder roots can cause immediate water stress and a significant decline in tree health. The ability of a tree to survive root removal is dependent on its current health, its tolerance to drought, and the ability to form new roots quickly. Removal of the larger anchoring roots can lead to structural instability.

The average canopy radius of the surveyed trees was used to determine the Tree Protection Zone (TPZ) of each tree. The TPZ is considered the ideal preservation area of the root zone of a tree. For example; a tree with an average canopy radius of 15 feet has a calculated TPZ diameter of 30 feet from the trunk. The TPZ represents the typical minimum rooting area required for tree health and survival. Minimal impact (5% or less) within this zone is typically acceptable for average to good condition trees with basic mitigation/stress reduction measures.

CRZ measurements are calculated from dripline radius and may not be an accurate representation of the actual dimensions of the root zone of the trees in the field. Many factors can limit root growth and expansion such as degree of slope, present hardscape, heavily compacted areas, and/or tree health.

Root damage/impact can occur from any disturbance to the natural state of the soil within the TPZ, including the addition of fill soil to levels above existing grade. If extensive root damage is expected within this zone, then the tree should be removed. Any work within the TPZ of a tree that will be preserved at the site will require special considerations.

Tree Protection Zone (TPZ) fencing shall delineate the protected area of all retained significant trees at the site. The size of the protected area around the tree shall be equal to the dripline of the tree or at the edge of the Limits of Disturbance (LOD) for development. Reduction of the TPZ closer to the trunk must be accompanied by mitigating measures prepared and supervised by a certified arborist.

- Where proper soil excavation and root pruning takes place, the TPZ fencing may be installed closer to the trunk and will need to be determined by the site arborist at the time of installation.
- Tree protection fencing will be modified to allow for reasonable encroachment into the TPZ so that site work can be completed.
- TPZ shall be a minimum of 6 foot high chain link fence and mounted on two inch diameter metal posts at no more than 10-foot spacing. Movable barriers of chain link fencing secured to cement blocks may be substituted for “fixed” fencing if the Project Arborist agrees that the fencing will have to be moved to accommodate certain phases of construction.
- A warning sign shall be prominently displayed on each fence. The sign shall be a minimum of 8.5 x 11-inches and clearly state: “WARNING – Tree Protection Zone - This fence shall not be removed and any injury to this or these trees is subject to penalty.”
- TPZs shall be constructed in such a fashion as to not be easily moved or dismantled and shall remain in place for the entirety of the project and only removed, temporarily or otherwise, by an ISA Certified Arborist after submission and approval of intent.

Prior to construction the Project Arborist will supervise and verify the following tree protection measures are in place and comply with the approved Tree Protection Plan prior to any construction activities at the site

- The LOD for development shall be determined and marked in the field where it falls within or 0-5’ outside the TPZ. A pneumatic air tool should be used to excavate the soil along this delineation. A certified arborist can then prune those roots that encroach into the area of development. Pruning rather than ripping and tearing roots allows the tree to compartmentalize the wounds which limits the spread of decay and promotes new root growth. The use of machinery to remove roots should be avoided. A reasonable effort should be made to preserve as many tree roots, especially those greater than 2” in diameter, as possible.
- If the soil within the TPZ is compacted, then aerate the soil using a pneumatic air tool to alleviate compaction and promote the flow of oxygen and water to the roots.
- A 6” layer of coarse mulch or wood chips is to be placed beneath the TPZ of the retained trees. Mulch is to be kept 12” from the trunk.
- Where possible, add a 12-inch layer of wood chips over any parts of a TPZ not protected by the fencing. This aids in reducing the impact of soil compaction from heavy equipment during the upcoming construction activities.
- Prune all selected trees, as necessary, to remove existing deadwood and stubs. This eliminates potential future vectors of decay. Clean cuts made at branch collars allow the tree to undergo its natural process of compartmentalizing wounds, preventing the spread of decay. During the pruning process, remove a minimal amount of live foliage as possible and no more that 25% removal in anyone season while allowing for the safe and unimpeded operation of construction activities.
- Trees that have been identified in the site inventory as posing a health or safety risk may be removed or pruned by no more than one-third. Pruning of existing limbs and roots shall occur under the direction of the Project Arborist.
- Installation of the TPZ fencing location and construction.
- During construction activities, ensure retained trees receive the weekly watering equivalent to the amount of average natural rainfall for the specific development site. When the amount of natural rainfall received is less than the historical average, manual watering methods should be employed. The on-site Certified Arborist can make the determination when additional manual watering is necessary.

Tree ID# 4

Tree ID# 4 is a retained tree where rights-of-way (ROW) expansion, existing asphalt removal, and the base of an added staircase will encroach under the dripline (TPZ) of the tree. Disturbances in the calculated TPZ is not likely to impact the long-term health or viability of the tree if the following recommendations are followed:

- The LOD for the ROW expansion on the west side of the tree and for the staircase to the north should be delineated in the field and a pneumatic air tool should be used to excavate the soil along these delineations so that the roots can be properly pruned. A trench ~6 inches wide and 12 inches deep should be excavated.
- Standard TPZ recommendations should then be completed and inspected by a certified arborist and should include pruning to remove low branches that may be injured by construction equipment, supplemental irrigation to compensate for the diminished root system, and a 6" layer on wood chips within the TPZ fencing. TPZ fencing will be located along the root pruning trench.
- The asphalt driveway to the north of the tree will remain in place and utilized for construction vehicle access. Following construction, the asphalt driveway will be removed to give way for construction of Through Block Passage CIP concrete staircase.
- A 10' wide cast-in-place concrete staircase connecting the Through Block Passage to Newport Way NW will be constructed just outside the reduced CRZ

Tree ID# 10

Slight encroachment into the calculated TPZ of Tree ID# 10 is expected to occur for building footings along the north and west sides. Building footings will be located along the edge of the dripline to the west. A slight reduction of the TPZ to the north is needed to allow for the building footings on this side. Additionally, there is currently a septic tank within the TPZ that requires removal. The following recommendations are provided to reduce the impacts to tree health:

- The LOD for the building footings on the west and north sides of the tree should be delineated in the field and a pneumatic air tool should be used to excavate the soil along these delineations so that the roots can be properly pruned. A trench ~6 inches wide and 12 inches deep should be excavated.
- Standard TPZ recommendations should then be completed and inspected by a certified arborist and should include pruning to remove low branches that may be injured by construction equipment, supplemental irrigation to compensate for the diminished root system, and a 6" layer on wood chips within the TPZ fencing. TPZ fencing will be located along the root pruning trench.
- If needed, the TPZ fencing could be reduced to allow for construction access. In this instance, the TPZ fencing will be adjusted and a 12 inch layer of wood chips will be installed and approved by a certified arborist along with plywood or steel plates over the portion of the TPZ where vehicular traffic is anticipated to occur.
- Removal of the septic tank within the TPZ will take place when appropriate.
 - The soil will be excavated using a pneumatic air tool taking care to preserve the root system of the tree.
 - To prevent root desiccation during this process, the roots should be protected with wet burlap or covered in soil or mulch if they are exposed for more than 3 hrs. Timing of this phase should be completed in the cooler wet season.
 - Once located, the septic tank will be removed with minimal root loss, if feasible. Recommendations for mitigation, retention, or removal of the tree will be made by the supervising certified arborist following the removal of the septic tank and dependent on the quantity and size of any necessary root pruning.

- Backfilling material will be based on a site soil sample and be completed in such a fashion as to maintain root location and depth. Structural soil will be utilized where the nature walk will be installed.
- The asphalt driveway to the west of the tree will remain in place and utilized for construction vehicle access. When appropriate, the asphalt driveway will be removed.

The following conditions shall be avoided during all phases of development.

- Allowing run off or spillage of damaging materials into the approved TPZ.
- Storing construction materials or portable toilets, stockpiling of soil, or parking or driving vehicles within the TPZ.
- Cutting, breaking, skinning, or bruising roots, branches, or trunks without first obtaining authorization from the Project Arborist.
- Discharging exhaust into foliage.
- Securing cable, chain, or rope to trees or shrubs.
- Trenching, digging, tunneling or otherwise excavating within the CRZ or TPZ of the tree(s) without first obtaining authorization from the Project Arborist

A successful tree preservation effort continues well past the conclusion of development activities. The preserved trees should be re-inspected for signs of distress that may have gone undetected during construction and mitigation measures assigned accordingly. Any soil compaction that occurred within a CRZ should be remedied with aeration. The preserved trees should be placed on a seasonal care plan for two years that includes both monitoring and routine soil inoculation treatments designed to stimulate new root growth. Annual monitoring should continue for several years, as the effects of construction may take anywhere from 3 to 7 years to become visibly apparent.

Sincerely,



Todd Beals
Associate Consultant to Urban Forestry
Davey Resource Group Inc.
ISA Certified Arborist #NE-6913A
todd.beals@davey.com
(ENCL.)

Image 1. Site plan showing the LOD for development and the encroachment into the TPZ on the north and west edge of the TPZ fencing for Tree ID# 4. Encroachment for excavation is not likely to affect long-term health or viability of the tree as long as TPZ reduction and excavation follow the guidelines outlined in this memo.

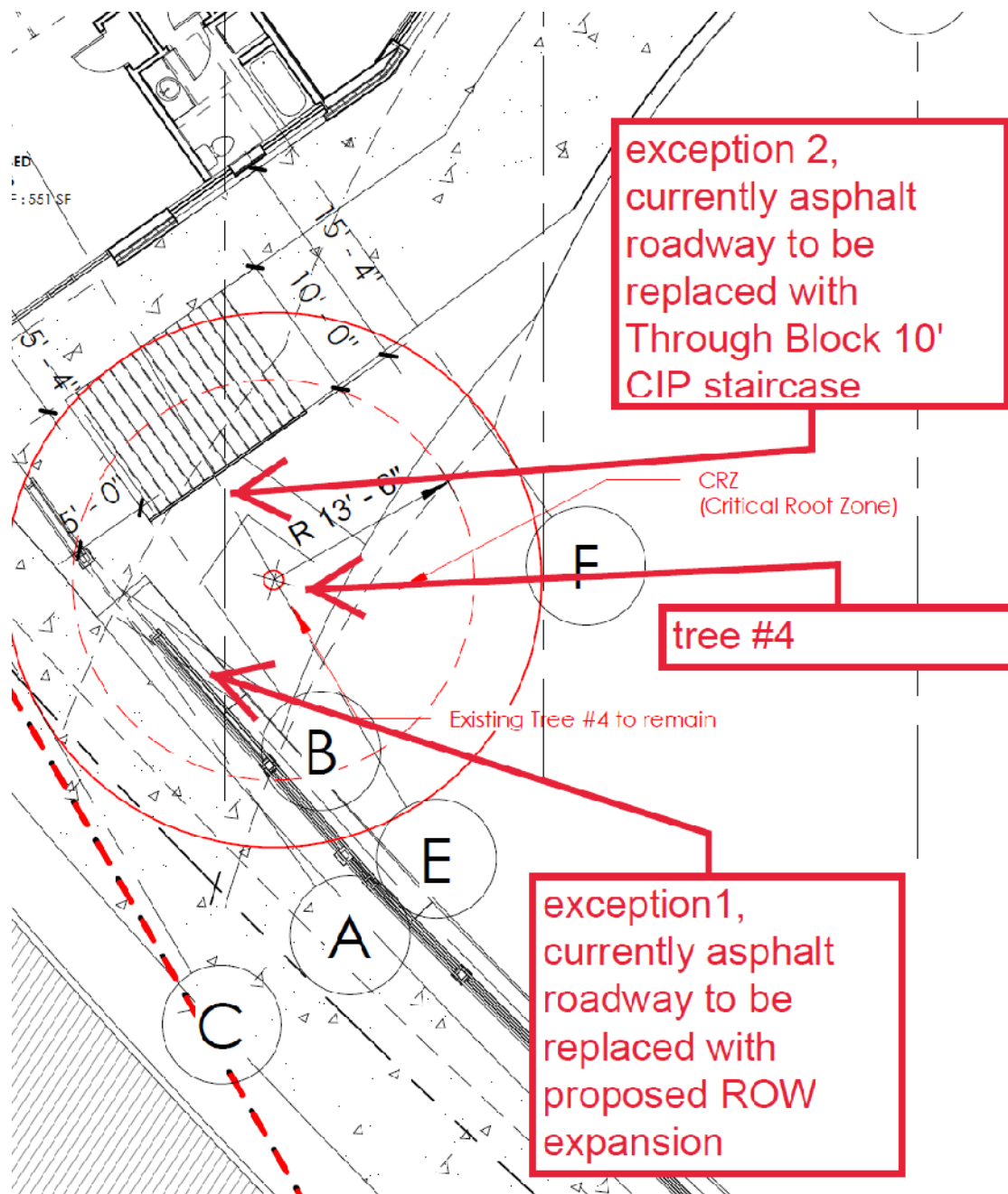
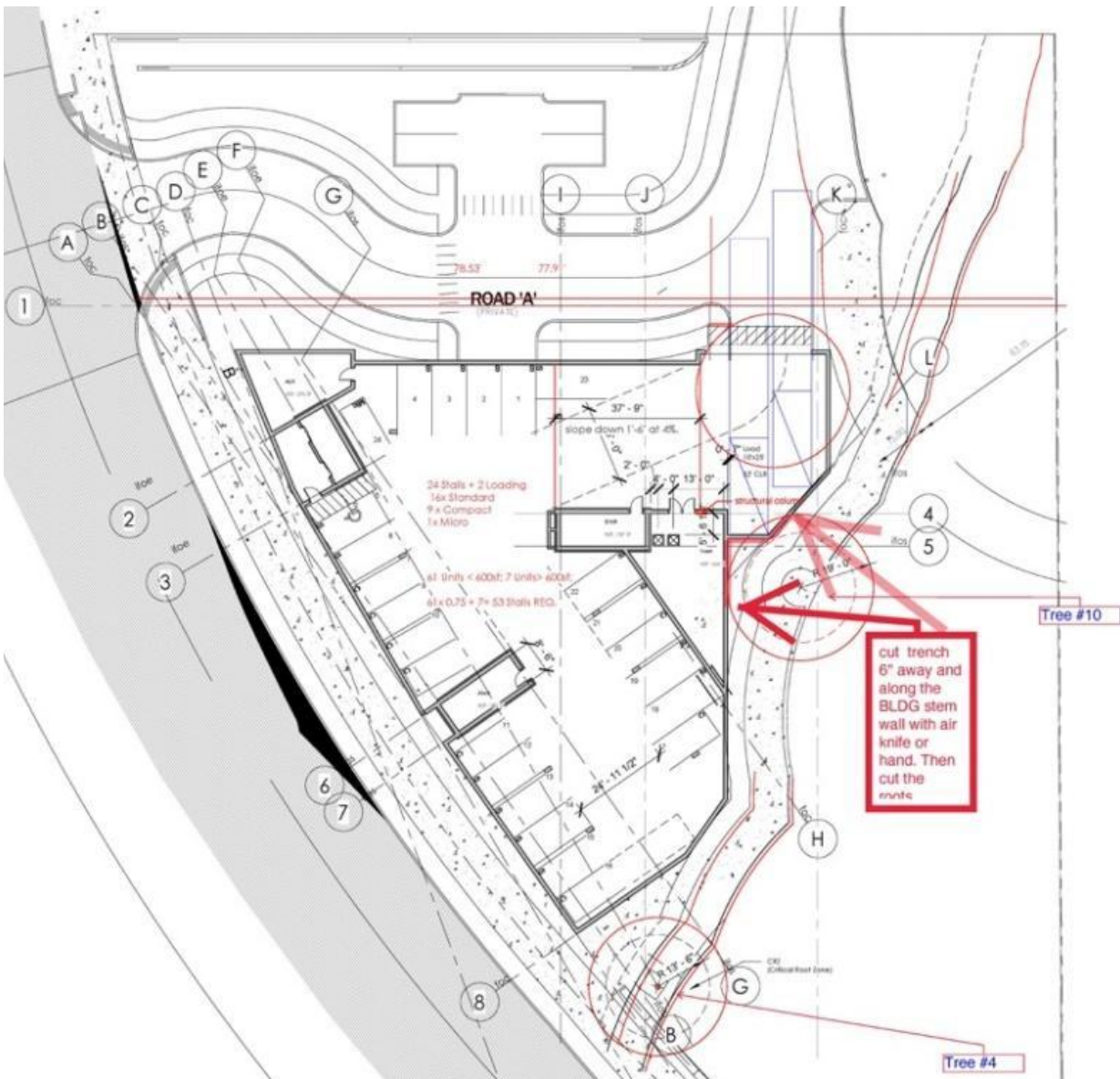


Image 2. Site plan showing the LOD for development and the encroachment into the TPZ on the north and west edge of the TPZ fencing for Tree ID# 10. Encroachment for excavation is not likely to affect long-term health or viability of the tree as long as TPZ reduction and excavation follow the guidelines outlined in this memo.



APPENDIX #10

Septic Tank and its Drain Filed Impervious Space

SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH - DIVISION OF SANITATION
Room 904, Public Safety Building

APPLICATION FOR BUILDING SITE APPROVAL

(Submit in Triplicate)

(This accompanies the building permit application and is prerequisite to the issuance of the Septic Tank Permit.)

56.50 - Newport - Issaquah Road S.E.

Location of Property-Street Address

Addition or Subdivision See legal below Lot Block

Type of Building: New Yes Existing Single-family residence? Yes

Basement Yes Other (Specify) Daylight

NOTE: This application may be submitted to the main office at 904 Public Safety Building, or, for prompter service, directly to the branch office having jurisdiction in the area in which the property is located. To contact District Sanitarians by telephone, place phone calls before 5:30 A.M.

Seattle Office	904 Public Safety Building	MAin 2-6000, Ext. 281 or 376
North End	15272 - 15th Northeast	EMerson 3-4765
Eastside	904 Public Safety Building	MAin 2-6000, Ext. 281
Southeast	812 "E" Street, Renton	ALpine 5-3496
Southwest	707 Southwest 100th	WEst 7-0961

Owner Mr. William F. Bentley Address Issaquah, Wa. Phone EX2-5193

Builder Clark Construction Co. Address 3555 - 116th Ave. N.E. Phone VA2-2166

Designer Lawrence R. Sedlar Address 10909 N.E. 20th St. Phone OL4-7708

Soil Log Hole No. 1 Loose brown soil & gravel mixture 42"; grey soil & gravel mixture 6"+.

Soil Log Hole No. 2 Same as above.

Soil Log Hole No. 3

Soil Log Hole No. 4

Elevation of Water Table, if encountered. (Distance from ground surface) None encountered.

Give estimated difference in elevation between high and low points on lot in feet 18' in areas of building and drainfield.

Percolation

Test Hol No. 1- Average rate 5.5" (Fall in minutes-per-i. bottom-6" of test hole)

No. 2- " " 3.0" " " " " " " " " " "

No. 3- " " 5.8" " " " " " " " " " "

No. 4- " " " " " " " " " " " "

No. 5- " " " " " " " " " " " "

No. 6- " " " " " " " " " " " "

(For additional remarks or comments attach letter in triplicate or utilize unused spaces around drawing on reverse side of application)

Signature - Designer Lawrence R. Sedlar Date 5/31/61

DO NOT WRITE BELOW THIS LINE. (To be filled in by Health Department)

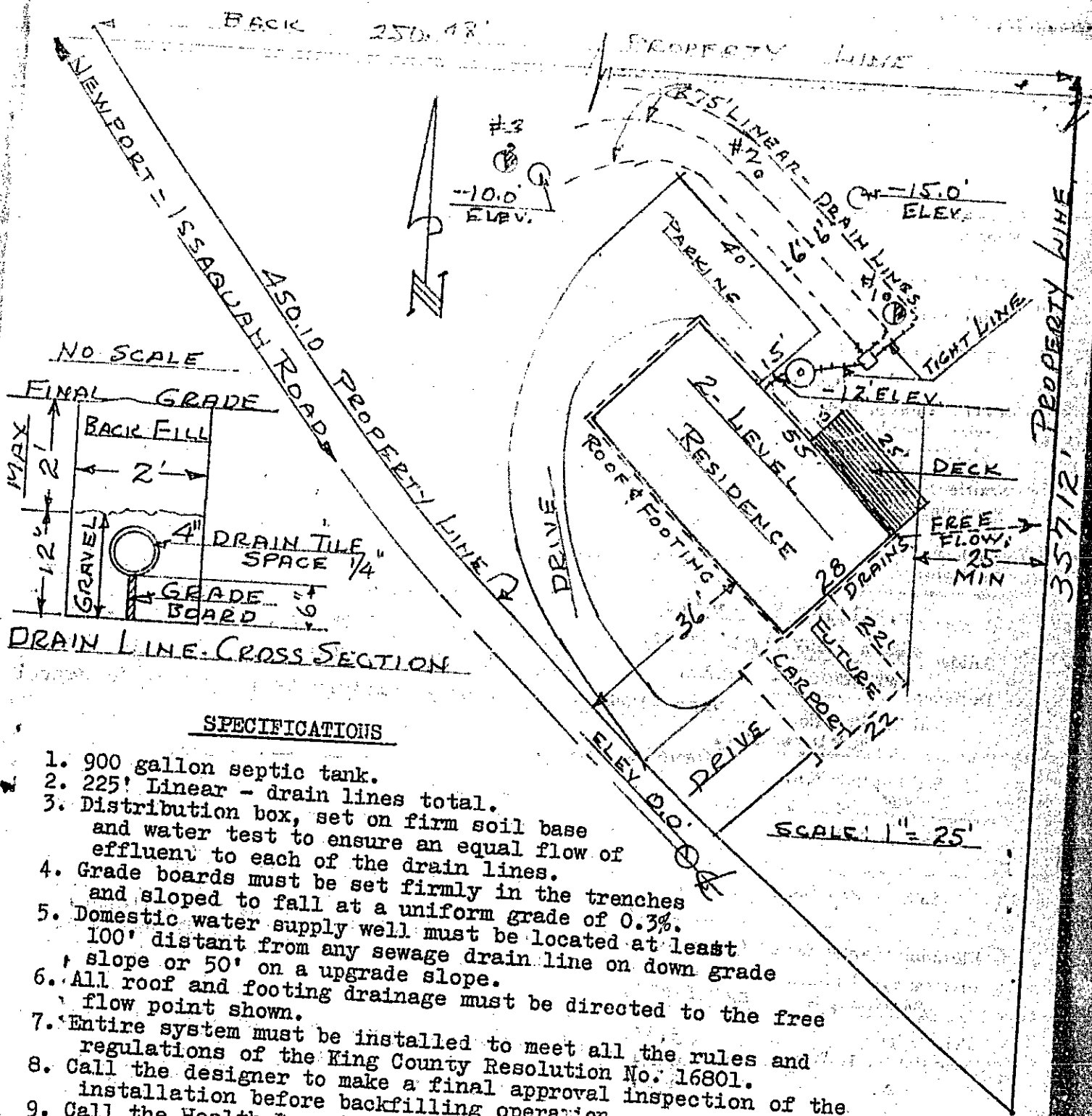
Accepted 5/31/61 Not Accepted 5/31/61

Date

Date

Health Department Sanitarian

SAP-119 Rev. 6/10/58
CSB 13, 15, 2



SPECIFICATIONS

1. 900 gallon septic tank.
2. 225' Linear - drain lines total.
3. Distribution box, set on firm soil base and water test to ensure an equal flow of effluent to each of the drain lines.
4. Grade boards must be set firmly in the trenches and sloped to fall at a uniform grade of 0.3%.
5. Domestic water supply well must be located at least 100' distant from any sewage drain line on down grade slope or 50' on a upgrade slope.
6. All roof and footing drainage must be directed to the free flow point shown.
7. Entire system must be installed to meet all the rules and regulations of the King County Resolution No. 16801.
8. Call the designer to make a final approval inspection of the installation before backfilling operation.
9. Call the Health Department Sanitarian to make a final inspection of the system after the "as built" pkan has been posted.

Legend

- Septic Tank
- Distribution Box
- ⊙ Approx. Elevation
- ⊙ Soil Log Hole

- (W)— Water Supply Line
- Percolation Test
- - - 4" Drain Tile Line
- - - - - 4" Sewer Pipe Line

SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH - DIVISION OF SANITATION
Room 904, Public Safety Building

APPLICATION FOR BUILDING SITE APPROVAL

(Submit in Triplicate)

(This accompanies the building permit application and is prerequisite to the issuance of the Septic Tank Permit.)

Location of Property-Street Address NEWPORT-ISSAQUAH RD.

Addition or Subdivision Lot Block

Type of Building: New Existing Single-family residence?

Basement Other (Specify)

NOTE: This application may be submitted to the main office at 904 Public Safety Building, or, for prompter service, directly to the branch office having jurisdiction in the area in which the property is located. To contact District Sanitarians by telephone, place phone calls before 9:30 A.M.

Seattle Office	904 Public Safety Building	Main 2-6000, Ext. 281 or 376
North End	15272 - 15th Northeast	EMerson 3-4765
Eastside	904 Public Safety Building	MAin 2-6000, Ext. 281
Southeast	812 "E" Street, Renton	ALpine 5-3496
Southwest	707 Southwest 100th	WEst 7-0961

Owner DR. W. F. BENTLEY Address ISSAQUAH, WA Phone EX2-5195

Builder CLARK CONST. CO. Address 5555-116TH NE Phone VA2-2166

Designer L. R. S. PLUM Address 10709 NE 20TH ST Phone GLA-7708

Soil Log Hole No. 1 INSTALLER: SKYWAY CONTRACTORS

Soil Log Hole No. 2

Soil Log Hole No. 3

Soil Log Hole No. 4

Elevation of Water Table, if encountered. (Distance from ground surface)

Give estimated difference in elevation between high and low points on lot in feet

Percolation

Test Hol No. 1- Average rate (Fall in minutes-per-in. bottom-6" of test hole)

No. 2- " " " " " " " " " " " "

No. 3- " " " " " " " " " " " "

No. 4- " " " " " " " " " " " "

No. 5- " " " " " " " " " " " "

No. 6- " " " " " " " " " " " "

(For additional remarks or comments attach letter in triplicate or utilize unused spaces around drawing on reverse side of application)

Signature - Designer Date

DO NOT WRITE BELOW THIS LINE. (To be filled in by Health Department.)

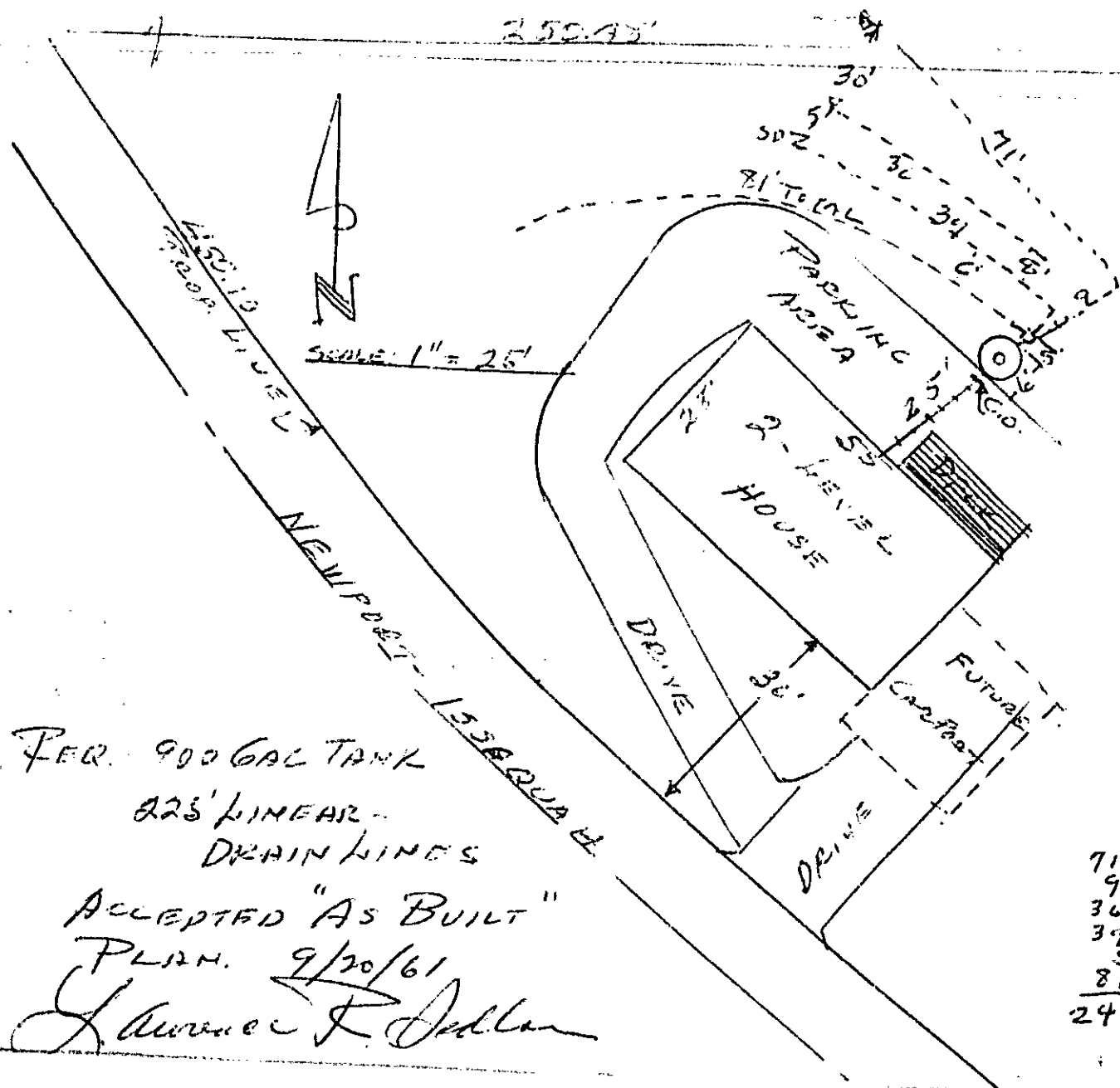
Accepted Not Accepted

Date

Date

Health Department Sanitarian

SAP-118 Rev. 6/10/58
CBS 13, 15, 2

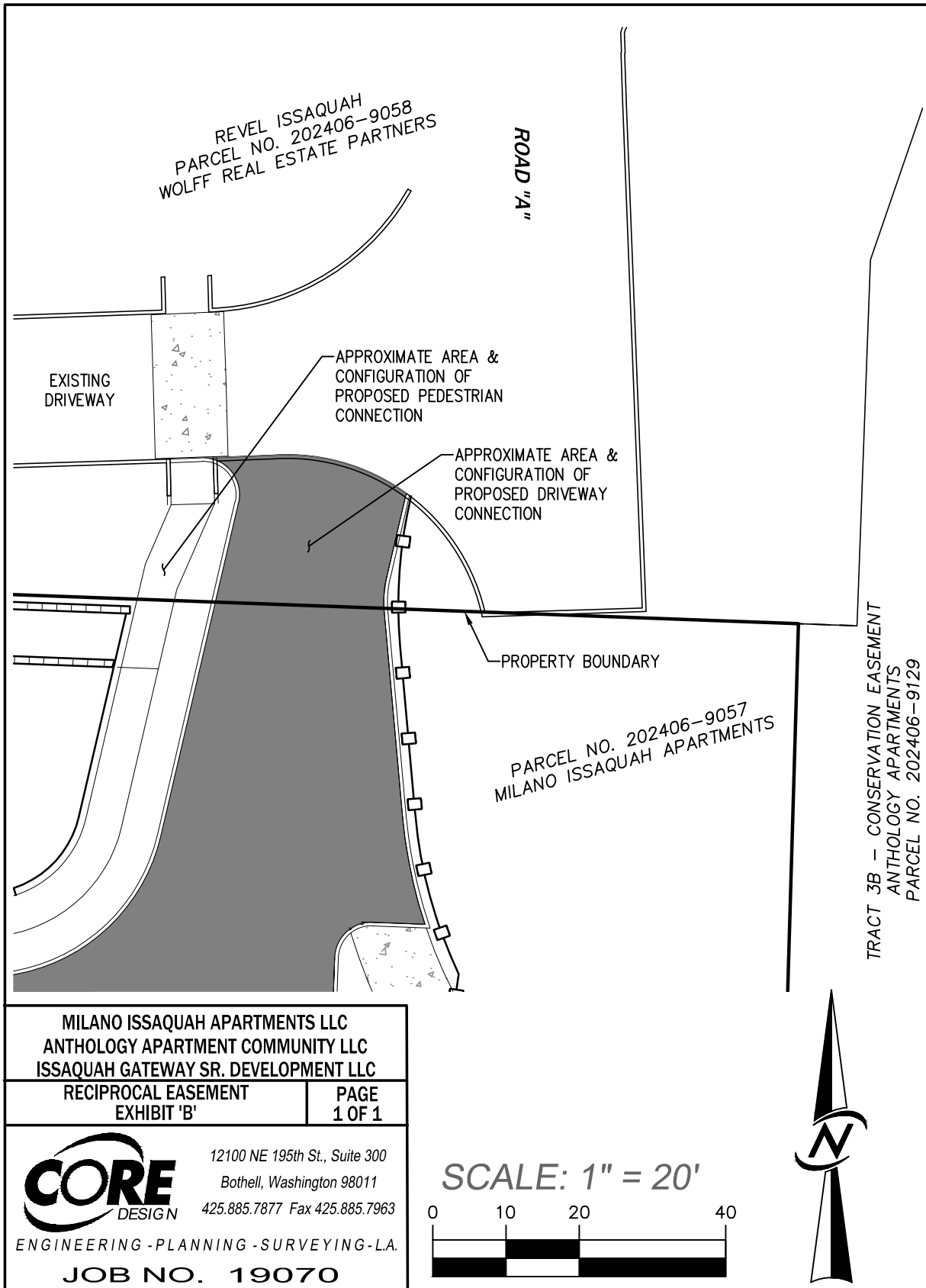


That portion of section 20, township 24 north, range 6 east, W.M., in King County, Washington, described as follows:

Beginning at a point on the easterly margin of State Highway No. 2-D at a point 149.08 feet north, as measured at right angles, of the north line of said southwest quarter of section 20 (said north line bears north 89°40'52" east); thence south 88°21'25" east 501.50 feet; thence south 2°11'08" west 405.95 feet; thence 87°53'56" west 209.11 feet to the true point of beginning; thence south 1°41'00" west 357.12 feet, more or less, to said easterly margin of Highway; thence northerly along said highway margin 450.10 feet, more or less, to a point that bears north 87°53'56" west from the true point of beginning; thence south 87°53'56" east 250.48 feet, more or less, to the true point of beginning.

APPENDIX #11

Existing Recorded Temporary
Water & Sewer + Permanent
Reciprocal Access Easements
Being Revised With New
Depictions



Record Date:7/12/2019 11:09 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY NATALY

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

LUKINS & ANNIS, P.S.
717 W. Sprague Avenue, Suite 1600
Spokane, WA 99201-0466
Attention: Paul M. Davis

RECIPROCAL PERMANENT ACCESS EASEMENT

Hildreth (Grantor/Grantee):	JACQUELINE L. HILDRETH, as her separate estate
IGSD (Grantor/Grantee):	ISSAQUAH GATEWAY SR DEVELOPMENT, LLC, a Washington limited liability company
Anthology (Grantor/Grantee):	ANTHOLOGY APARTMENT COMMUNITY, LLC, a Delaware limited liability company
Abbreviated Legal Description of the Hildreth Property:	PTNS OF THE WEST ½ OF S20 T24N R6E W.M., KING COUNTY, WASHINGTON Complete legal description on <u>Exhibit A</u> .
Abbreviated Legal Description of the IGSD Property:	Lot 4, C/Issq. LLA No. LLA 15-00007, Rec. No. 20161020900008, in King Co., WA. Complete legal description on <u>Exhibit B</u> .
Abbreviated Legal Description of the Anthology Property:	Lot B, Issaquah BLA No. LLA19-00004, per the BLA map rec. May 16, 2019 under Rec. No. 20190516900005, rcds. King Cty., WA. Complete legal description on <u>Exhibit C</u> .
Tax Parcel ID #'s:	Hildreth: 202406-9057 IGSD: 202406-9058 Anthology: 202406-9119
Reference No.:	N/A

RECIPROCAL PERMANENT ACCESS EASEMENT

This RECIPROCAL PERMANENT ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into this 10 day of July, 2019 ("Effective Date"), by and between JACQUELINE L. HILDRETH, as her separate estate ("Hildreth"), ISSAQUAH GATEWAY SR DEVELOPMENT, LLC, a Washington limited liability company ("IGSD") and ANTHOLOGY APARTMENT COMMUNITY, LLC, a Delaware limited liability company ("Anthology"). Hildreth, IGSD, and Anthology may hereinafter be individually referred to as a "Party" and collectively as the "Parties."

RECITALS

A. Hildreth is the owner of certain real property located at 2300 Newport Way Northwest, Issaquah, Washington, which is legally described in Exhibit A attached hereto and incorporated by reference herein (the "Hildreth Property").

B. IGSD is the owner of that certain real property located at 2450 Newport Way Northwest, Issaquah, Washington, which is legally described in Exhibit B attached hereto and incorporated by reference herein (the "IGSD Property"). The IGSD Property is adjacent to the Hildreth Property.

C. Anthology is the owner of that certain real property located at 1610 Anthology Avenue Northwest, Issaquah, Washington, which is legally described in Exhibit C attached hereto and incorporated by reference herein (the "Anthology Property"). The Anthology Property is adjacent to both the Hildreth Property and IGSD Property.

D. In connection with the development of the IGSD Property, and the potential development of the Hildreth Property in the future, the Parties hereto desire to enter into this Agreement to grant reciprocal easements to one another for pedestrian and vehicular ingress and egress.

E. Each of the Parties intend by recording this Agreement, to subject its Property to the provisions of this Agreement and the Parties hereby impose upon the Properties mutually beneficial covenants, restrictions and easements for the benefit of the current and future record owners of any of the Properties.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Definitions.

a. "Access Area" or "Access Areas" means the area or areas on each Property Improved for use for Designated Purposes as avenues of pedestrian and vehicular ingress and egress to, over and across that Property and to the public roadways adjacent thereto (including Newport Way Northwest), including ingress and egress between the Properties.

b. "Designated Purposes" means:

i. vehicular ingress and egress, including, without limitation, emergency vehicle ingress and egress, over, upon and across that portion of the Access Areas consisting of all driveways and paved areas that are now or may in the future be improved for, vehicular traffic, to the extent the same lie within a Property (individually and collectively as the context requires, the "Driveway"). The

Parties acknowledge that each Property will have direct vehicular access to Newport Way Northwest and that the Driveways on a Property are intended to be used by Permittees from other Properties for secondary access only;

ii. pedestrian and bicycle ingress and egress over, upon and across that portion of the Access Areas consisting of all walkways, sidewalks and paved areas that are now or may in the future be improved for, pedestrian access, to the extent the same lie within a Property (individually and collectively as the context requires, the "Walkway");

iii. such fire lanes within the Properties as may be required by the City of Issaquah in connection with the construction of improvements on any of the Properties (individually and collectively as the context requires, the "Fire Lane").

c. "Easement" means the easement granted pursuant to Section 2(a), 2(b) or 2(c), as the context requires; and "Easements" means two or more of the Easements, as the context requires.

d. "Improved" means the construction of Driveways, Walkways, and Fire Lanes has been completed and they are open for use for Designated Purposes by occupants of the Property and their Permittees. For the avoidance of doubt, construction of Driveways, Walkways and Fire Lanes shall not be deemed completed until all construction activities on the Property achieve final completion, as evidenced by the issuance of final approval by the City of Issaquah for occupancy and use of the improvements on the Property.

e. "Permittees" means a Party's successors, assigns, mortgagees, lessees, sublessees, employees, agents, customers, residents, permittees, contractors, licensees, and invitees.

f. "Property" means the Hildreth Property, the IGSD Property or the Anthology Property, as the context requires; and "Properties" means two or more of the Hildreth Property, the IGSD Property or the Anthology Property, as the context requires.

2. Grant of Easements

a. IGSD hereby grants and conveys to Hildreth and Anthology and their Permittees for the benefit of such other Parties' Properties, a perpetual, non-exclusive reciprocal and irrevocable easement over, upon and across all Improved portions of the Access Areas located within IGSD Property for the Designated Purposes.

b. Anthology hereby grants and conveys to Hildreth and IGSD and their Permittees for the benefit of such other Parties' Properties, a perpetual, non-exclusive reciprocal and irrevocable easement over, upon and across all Improved portions of the Access Areas located within Anthology Property for the Designated Purposes.

c. Hildreth hereby grants and conveys to Anthology and IGSD and their Permittees for the benefit of such other Parties' Properties, a perpetual, non-exclusive reciprocal and irrevocable easement over, upon and across all Improved portions of the Access Areas to be located within Hildreth Property for the Designated Purposes.

Notwithstanding the foregoing, the Parties intend that the Easement over any Access Area on a Party's Property shall not be deemed open and available for use by the other Parties and their Permittees

unless and until such Access Area is Improved for use for Designated Purposes. Until such time as an Access Area on a Party's Property is Improved, such Access Area shall not be available for use by any other Party or their Permittees and use of such Access Area shall be exclusively reserved to the Party that owns the Property on which the Access Area is located.

3. Use of Easement. Each Party shall, at its sole expense, comply with applicable laws, regulations, ordinances and rules with respect to all of the activities of that Party or its Permittees within the Access Area on another Party's Property. No Party shall permit any lien to be recorded against another Party's Property or any part thereof. Notwithstanding the foregoing, in the event any lien is so recorded against another Party's Property, then the Party to whom the lien claim relates, within fifteen (15) days after receipt of written notice from the Property-owning Party, shall either (i) pay and discharge such lien or (ii) record a bond in such amount as is sufficient under RCW 60.04.161 to release the Property-owning Party from the lien and contest the amount or validity of any lien by appropriate legal proceeding. If the Party fails within thirty (30) days after the date of the lien is recorded to either pay or discharge the lien or record a bond sufficient to secure its removal, Property-owning Party shall have the right to settle said lien or claim directly and recover from the Party the cost of the settlement, together with reasonable attorneys' fees incurred in such effort and accrued interest at 12% per annum on such amount from the date of Property-owning Party's payment of any settlement amount until paid by the Party. Each Party, at its sole expense, shall maintain and repair the improvements installed within the Access Areas in good order, repair and condition and in compliance with all applicable laws and this Agreement. With respect to Driveways, Walkways and Fire Lanes, such maintenance and repair shall include maintaining, cleaning and replacing all paved surfaces and curbs located on its Property in good condition including, without limitation, sweeping, restriping, sealing and resurfacing. Each Party shall have the right to establish and enforce reasonable rules and regulations for the use of the Access Areas on its Property intended to promote the safe and efficient flow of vehicular, bicycle and pedestrian traffic and enhance the use and enjoyment of such Property by the occupants thereof.

4. Insurance. Each Party shall maintain commercial general liability insurance with coverage in a combined single limit in the minimum amount of \$2,000,000 per person each occurrence for bodily injury and death and \$2,000,000 per occurrence for property damage and loss. Each Party shall name each other Party as an additional insured on such policy. Upon request of a Party, each other Party shall provide a certificate of insurance evidencing such coverage is in place.

5. Indemnification. Use of the Easements shall be at the sole expense and risk of each benefitted Party and its Permittees. Each Party ("Indemnifying Party") shall defend, indemnify and hold harmless each other Party ("Indemnified Party") from and against all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions or judgments, damages, losses, costs, and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) incurred by reason of or in connection with investigating, resisting, or paying the same for injury to person, loss of life or damage to property caused by or in any way arising out of that Indemnifying Party's or its Permittee's use of, or activities in, the Indemnified Party's Property in connection with an Easement, except to the extent caused by the negligence or willful misconduct of the Indemnified Party. FOR THE SOLE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND NOT FOR THE BENEFIT OF GRANTEE'S EMPLOYEES OR ANY UNRELATED THIRD PARTIES, GRANTEE SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW.

6. Paving. On or before the date that is twelve (12) months after the date of mutual execution of this Agreement, IGSD shall, at its sole expense, finish paving a road on the IGSD Property so that the paved road extends to the boundary line of the Hildreth Property, as depicted on the attached Exhibit D, attached hereto and incorporated by reference herein. Such road shall be designed and constructed in compliance with the specifications on Exhibit D and the standards, specifications, ordinances and regulations of the City of Issaquah applicable to the construction of roadways.

7. Notices. All notices, communications or approvals under this Agreement shall be in writing and shall be delivered by personal service by certified or registered mail, postage prepaid, return receipt requested, or by fax or email, to the Grantor and Grantee at the addresses set forth next to their signatures below. Notices shall be effective (i) three business days after being mailed by certified mail, return receipt requested, (ii) when personally delivered, (iii) upon receipt if sent by fax or email with confirmation of delivery, or (iv) upon receipt when sent by recognized overnight courier service. By giving to the other party at least five days' written notice thereof, each of the parties shall have the right from time to time to change its address for notices.

8. Breach of Obligations. If after sixty (60) days prior written notice by a Party ("Demanding Party") to another Party ("Defaulting Party") specifying the Defaulting Party's violation of this Agreement and the Defaulting Party has not remedied such violation, or such longer period as may be reasonably required to remedy such violation in the exercise of reasonable diligence, provided the Defaulting Party has commenced such remedy within such sixty (60) day period and thereafter continuously pursues the remedy to completion, the Demanding Party shall have the right to remedy such violation and the Defaulting Party shall reimburse the Demanding Party for the reasonable cost incurred by the Demanding Party in connection therewith within thirty (30) days following the date of Demanding Party's written request to Defaulting Party for payment of such costs and, if such payment is not timely received, such amount shall thereafter accrue interest at twelve percent (12%) per annum until paid. Nothing in this Section shall prevent the Demanding Party from seeking to enforce the terms of this Agreement by any other means at law or equity including, without limitation, by seeking injunctive or declaratory relief, together with costs and reasonable attorneys fees. The rights provided in this declaration shall be in addition to any rights provided at law or equity.

9. Not a Public Dedication. The Easements established by this Agreement shall be for the benefit of and restricted solely to the use of the Parties, their agents, employees, contractors, members, tenants, invitees, successors, and assigns, and may be used only for the purposes described in this Agreement. Nothing contained in this Agreement shall be deemed to be a public dedication of any portion of any Property in the general public or for the general public or for any public purposes whatsoever. Each Party reserves the right to close off Access Areas on its Property for such reasonable period of time as may be legally necessary, in the opinion of such Party's legal counsel, to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Access Areas, as herein provided, such Party shall give written notice to each other Party of its intention to do so, and shall attempt to coordinate such closing with each other Party, so that no unreasonable interference shall occur in the passage of pedestrians or vehicles. Each Party reserves the right at any time and from time to time to exclude and restrain any person who is not a Permittee from using the Access Areas on its Property. Each Party reserves the right to temporarily erect or place barriers in and around areas on its Property including, without limitation, the Access Areas located on its Property, which are being constructed and/or repaired in order to promote safety and the protection of property.

10. Covenants Run with the Land. The Easements, benefits, and obligations contained in this Agreement: (i) will be deemed to be covenants that run with each of the Properties; (ii) will bind every

person having any fee, leasehold or other interest in any portion of the Properties at any time or from time-to-time to the extent that such portion is affected or bound by the covenant, restriction or provisions to be performed on such portion; and (iii) will inure to the benefit of and will be binding upon the Parties, and their respective successors and assigns as to their respective Properties and to the benefit of mortgagees, lessees, and sublessees, under mortgages, leases, and subleases covering the Properties, or any portion thereof and beneficiaries and trustees under deeds of trust covering the Properties, or any portion thereof. The Easements and rights granted or created in this Agreement are appurtenances to the applicable portions of the Properties, and no such easement and rights may be transferred, assigned, or encumbered, except as an appurtenance to such portions.

11. Consent to Modification. This Agreement and any provision, covenant, or license contained in this Agreement may be terminated, extended, modified, or amended only with the written consent of the Parties, or the then owners of each of the Properties; *provided*, however, that no termination, extension, modification, or amendment of this Agreement shall be effective unless a written instrument setting forth the terms thereof has been executed, acknowledged, and recorded in the offices of the King County Auditor.

12. Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

13. No Waiver. Failure to enforce any provision, restriction, covenant, remedy, or condition in this Agreement will not operate as a waiver of any such provision, restriction, covenant, remedy, or condition or of any other provisions, restrictions, covenants, remedies, or conditions.

14. Not a Partnership. By this Agreement, the Parties do not, and any successors or assigns of the Parties shall not, in any way or for any purpose become partners or joint venturers of the other, or of any Party's successors or assigns.

15. Construction. Wherever used in this Agreement, unless the context provides otherwise, the singular form will include the plural, the plural will include the singular, and the use of any gender will include all genders. The section headings set forth in this Agreement are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Agreement or any section or provision hereof.

16. Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties with respect to the Easements. By executing this Agreement, the Parties specifically intend that this Agreement shall supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or other agreements which in any way change the terms, covenants and conditions set forth in this Agreement. References to a Party will be deemed to refer to their respective successors and assigns.

17. Miscellaneous. The recitals above are hereby incorporated by reference in this Agreement as though fully set forth in this Agreement. In the event any Party commences an action related to this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs incurred therein, including any on appeal. This Agreement will be governed by the laws of the State of Washington. Any action related to this Agreement shall be brought in King County, Washington, and the

Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue.
This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the Effective Date.

IGSD:

ISSAQUAH GATEWAY SR DEVELOPMENT, LLC,
a Washington limited liability company

By: H. Curtis Keller
Name: H. Curtis Keller
Its: Secretary

Address: c/o The Wolff Company
542 1st Avenue South, 4th Floor
Seattle, WA 98104
Attn: LaJerald Jackson
Phone: (480) 315-9595
Fax: _____
Email: ljackson@awolff.com

ANTHOLOGY:

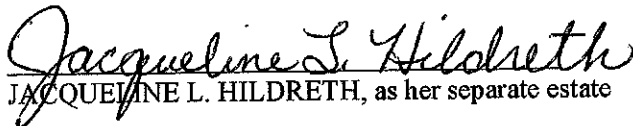
ANTHOLOGY APARTMENT COMMUNITY, LLC,
a Delaware limited liability company

By: ISSAQUAH GATEWAY, LLC,
a Washington limited liability company
Its: Member

By: H. Curtis Keller
Name: H. Curtis Keller
Its: Secretary

Address: c/o The Wolff Company
542 1st Avenue South, 4th Floor
Seattle, WA 98104
Attn: LaJerald Jackson
Phone: (480) 315-9595
Fax: _____
Email: ljackson@awolff.com

HILDRETH:

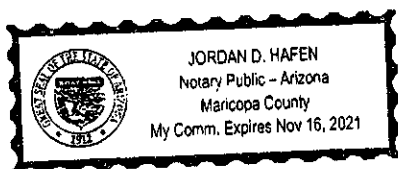

JACQUELINE L. HILDRETH, as her separate estate


Address:

c/o Rebecca Holmberg
7717 127th Street Court E.
Puyallup, WA 98373
Phone: 253.347.2240
Email: emrholmie@gmail.com, jlh71848@aol.com

On this 10th day of July, 2019, before me, personally appeared H. CURTIS KELLER, known to me to be an authorized agent of ISSAQUAH GATEWAY SR DEVELOPMENT, LLC, the limited liability company that executed the within instrument and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written



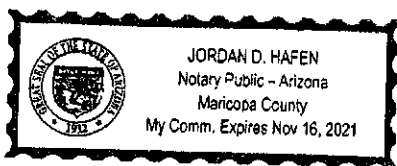

 Notary Public _____ (Signature)
 _____ Jordan D. Hale _____
 _____ (Print Name)

My commission expires: 11/16/2021

STATE OF ARIZONA)
County of Maricopa) ss.

On this 10th day of July, 2019, before me, personally appeared H. CURTIS KELLER, known to me to be an authorized agent of ISSAQUAH GATEWAY, LLC, the Member of ANTHOLOGY APARTMENT COMMUNITY, LLC, the limited liability company that executed the within instrument and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written



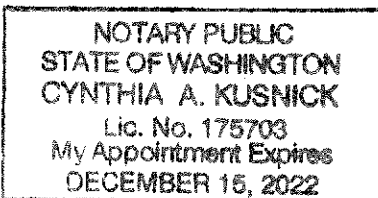
Notary Public Jordan D. Hafen (Signature)
(Print Name)

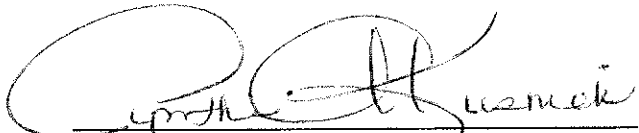
My commission expires: 11/16/2021

STATE OF Washington)
County of Island) ss.

On this 5th day of July, 2019, before me personally appeared JACQUELINE L. HILDRETH, the individual that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written




Notary Public (Signature)
Cynthia A Kusnick
(Print Name)

My commission expires: 12.15.2022

EXHIBIT A

LEGAL DESCRIPTION OF THE HILDRETH PROPERTY

THAT PORTION OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY MARGIN OF STATE HIGHWAY NO. 2-D AT A POINT 149.08 FEET NORTH, AS MEASURED AT RIGHT ANGLES, OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20 "SAID NORTH LINE BEARS NORTH 89°40'25" EAST";

THENCE SOUTH 88°21'25" EAST 501.50 FEET;

THENCE SOUTH 2°11'08" WEST 405.95 FEET;

THENCE NORTH 87°53'56" WEST 209.11 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 1°41'00" WEST 357.12 FEET, MORE OR LESS, TO SAID EASTERLY MARGIN OF HIGHWAY;

THENCE NORTHERLY ALONG SAID HIGHWAY MARGIN 450.10 FEET, MORE OR LESS, TO A POINT THAT BEARS NORTH 87°53'56" WEST FROM THE TRUE POINT OF BEGINNING;

THENCE SOUTH 87°53'56" EAST 250.48 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

SITUATE in the CITY OF Issaquah, County of King, STATE OF WASHINGTON.

Tax Parcel No. 202406-9057

EXHIBIT B

LEGAL DESCRIPTION OF THE IGSD PROPERTY

LOT 4 OF CITY OF ISSAQUAH LOT LINE ADJUSTMENT NO. LLA 15-00007, ACCORDING TO THE LOT LINE ADJUSTMENT THEREOF RECORDED OCTOBER 20, 2016 UNDER RECORDING NO. 20161020900008, RECORDS OF KING COUNTY, WASHINGTON, BEING A PORTION OF GOVERNMENT LOT 5 AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON.

Situate in the County of King, State of Washington.

Tax Parcel No.: 202406-9058

EXHIBIT C

LEGAL DESCRIPTION OF THE ANTHOLOGY PROPERTY

**LOT B, CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. LLA19-00004, PER THE
BOUNDARY LINE ADJUSTMENT MAP RECORDED MAY 16, 2019 UNDER RECORDING NO.
20190516900005, RECORDS OF KING COUNTY, WASHINGTON.**

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

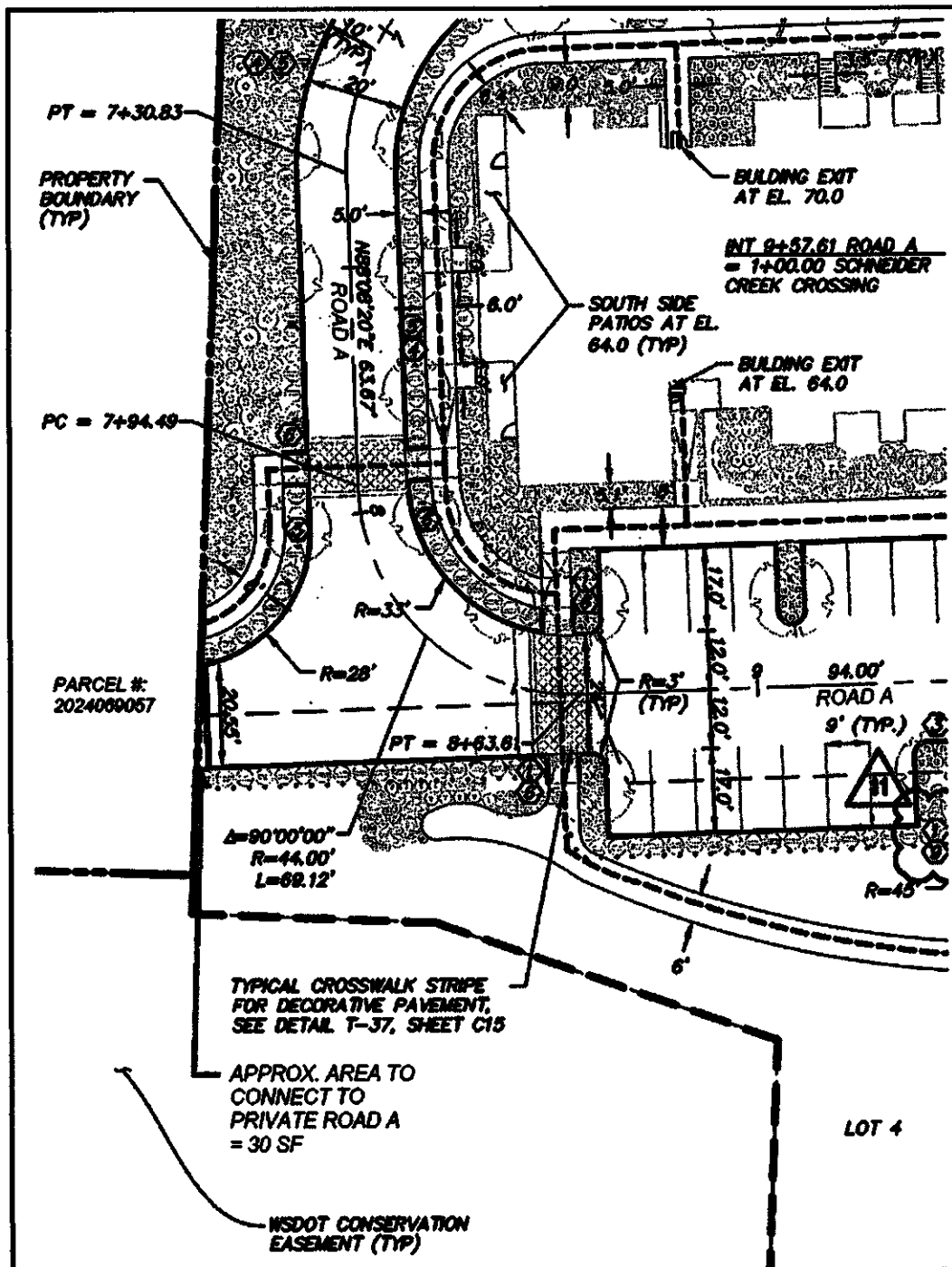
Tax Parcel No.: 202406-9119

EXHIBIT D

PAVING WORK

[See Following Attached Page]

APPROXIMATE AREA REQUIRED TO CONNECT PARCEL #: 2024069057
TO PRIVATE ROAD A WITHIN LOT 4



**DAVID EVANS
AND ASSOCIATES INC.**
2600 Woodville Supercenter Rd, Ste A
Woodville, Washington 98072
Phone: 425.416.2299

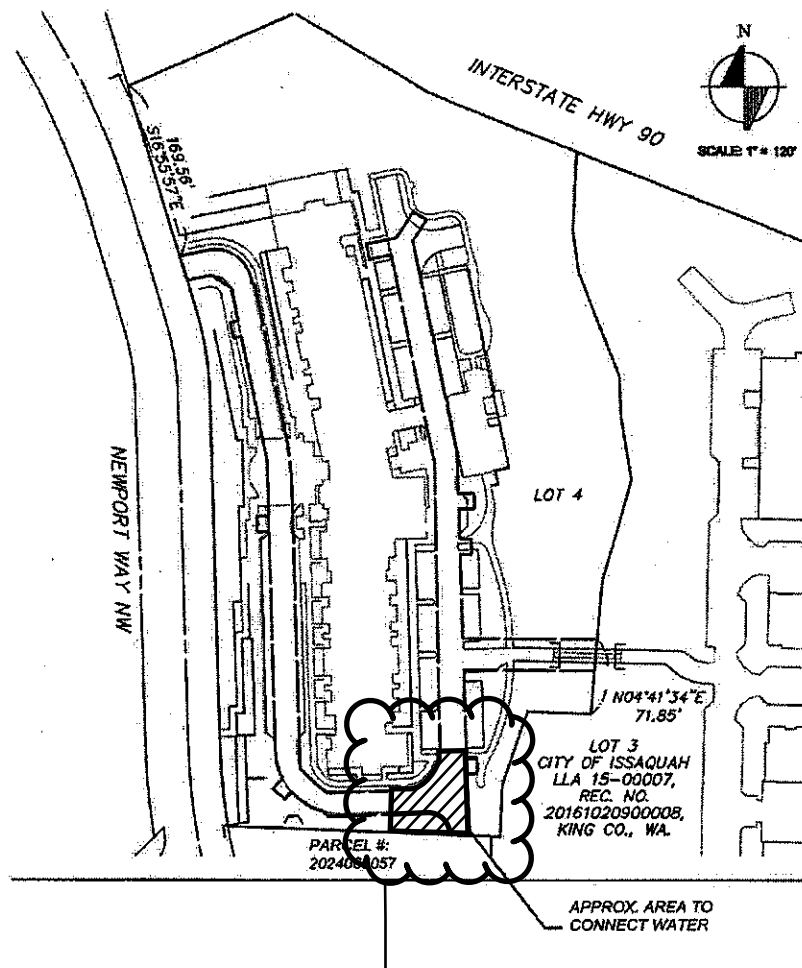
JOB # WWLFWIII4133
JUNE 19, 2019



EXHIBIT C

**TEMPORARY CONSTRUCTION EASEMENT
DEPICTION OF APPROXIMATE LOCATION OF PORTION OF EASEMENT AREA**

APPROXIMATE AREA REQUIRED TO CONNECT PARCEL #: 2024069057
TO PUBLIC WATER WITHIN LOT 4

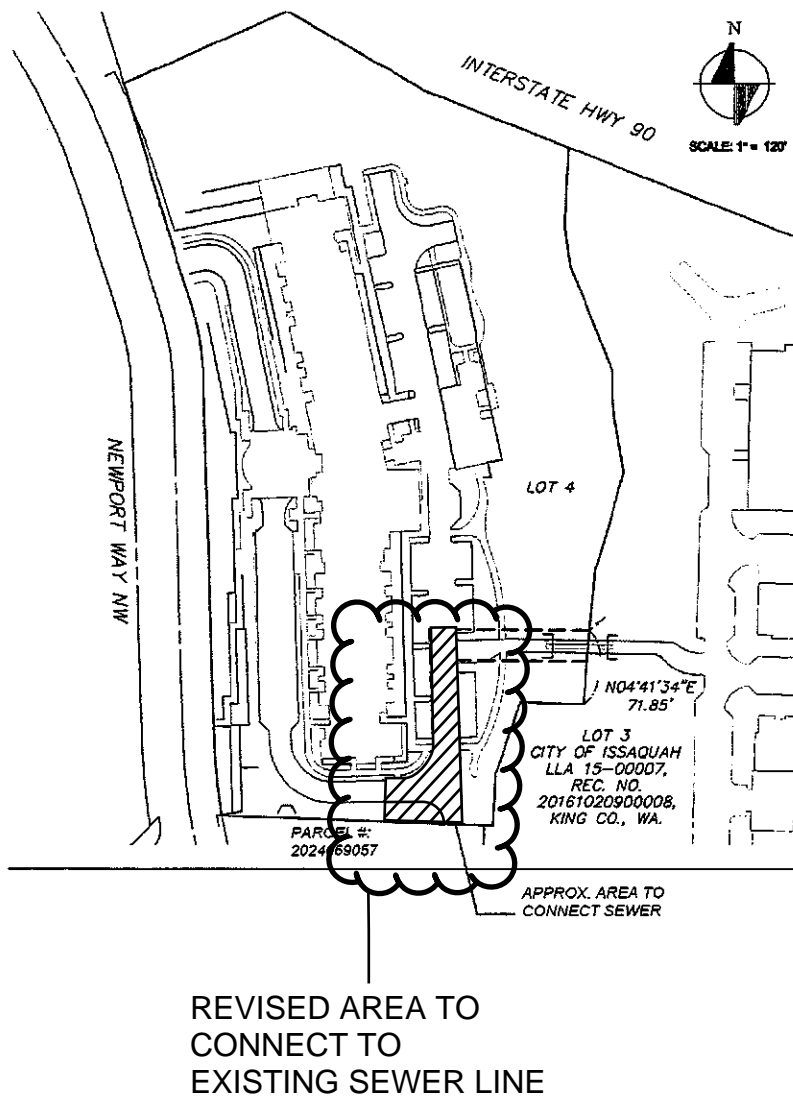


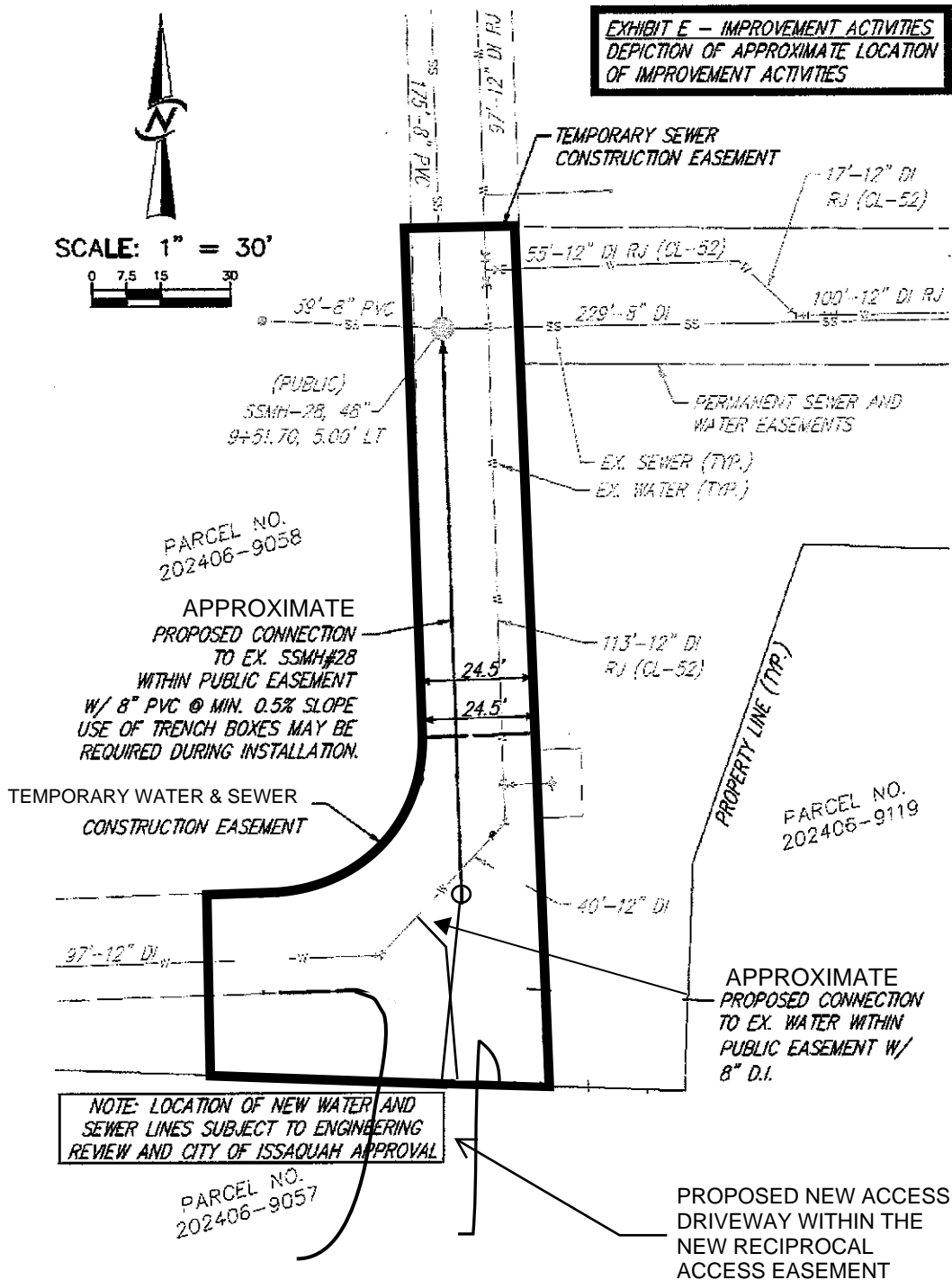
REVISD AREA TO
CONNECT TO
EXISTING WATER LINE

EXHIBIT D

**TEMPORARY CONSTRUCTION EASEMENT
DEPICTION OF APPROXIMATE LOCATION OF PORTION OF EASEMENT AREA**

APPROXIMATE AREA REQUIRED TO CONNECT PARCEL #: 2024069057
TO PUBLIC SEWER WITHIN LOT 4





Record Date:7/12/2019 11:09 AM

Electronically Recorded King County, WA EXCISE TAX NOT REQUIRED BY NATALY

Filed for Record at Request of and
Copy returned to:

LUKINS & ANNIS, P.S.
717 W Sprague Avenue, Suite 1600
Spokane, WA 99201-0466
Attention: Paul M. Davis

GRANTOR: ISSAQUAH GATEWAY SR DEVELOPMENT, LLC, a Washington
limited liability company
GRANTEE: JACQUELINE L. HILDRETH, as her separate estate
ABBREVIATED LEGAL
DESCRIPTION: Lot 4, C/Issq. LLA No. LLA 15-00007, Rec. No. 20161020900008, in
King Co., WA
APN: 202406-9058 & 202406-9057

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

This TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is made and entered into this 10th day of July, 2019 ("Effective Date"), by and between ISSAQUAH GATEWAY SR DEVELOPMENT, LLC, a Washington limited liability company ("Grantor"), and JACQUELINE L. HILDRETH, as her separate estate ("Grantee"). Grantor and Grantee may hereinafter be individually referred to as a "Party" and collectively as the "Parties".

RECITALS

A. Grantor is the owner of certain real property located at 2450 Newport Way Northwest, Issaquah, Washington, and legally described on the attached Exhibit A ("Grantor Property"); Grantee is the owner of real property located at 2300 Newport Way Northwest, Issaquah, Washington, and legally described on the attached Exhibit B ("Grantee Property"). The Grantor Property and the Grantee Property may hereinafter be individually referred to as a "Property" and collectively as the "Properties".

B. Grantor desires to grant a temporary construction easement ("Construction Easement") to Grantee on, under and across those portions of the Grantor Property in the locations approximately depicted on the attached Exhibit C and attached Exhibit D (the "Easement Area") in order to install and connect certain water and sewer utility lines on the Grantee Property to systems owned by the City of Issaquah, Washington (the "Improvement Activities"), as described on the attached Exhibit E.

C. In consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor is willing to grant the following temporary construction easement rights in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

1. Grant of Temporary Construction Easement. Grantor hereby grants and conveys to Grantee, its agents, successors, assigns, employees, and contractors, for the benefit of the Grantor Property, a temporary Construction Easement on, under and across the Easement Area for purposes of completing the Improvement Activities in compliance with Exhibit E. Grantee shall not construct any permanent above-ground structure on Grantor's Property, unless (i) expressly required by the City of Issaquah as a condition of approval of the Improvement Activities and (ii) Grantee obtains Grantor's prior written consent to such above-ground structure (not to be unreasonably withheld or delayed).

2. Term of Construction Easement. The "Term" of the Construction Easement shall commence on the Effective Date and extend for a period of thirty (30) days after the commencement of Improvement Activities on the Grantor Property, after which this Agreement shall automatically terminate and be of no further force or effect; provided, that such thirty (30) day period shall be extended for each day that Grantee experiences a Force Majeure Event (defined below). Within thirty (30) days following request by Grantor after expiration of the Term, Grantee shall execute, acknowledge and record in the real property records of King County, Washington such instrument or document as may be necessary to memorialize the termination of this Agreement of record. As used in this Agreement, the term "Force Majeure Event" means strikes, failure of power, lockouts, acts of God, governmental restrictions, enemy acts, terrorism, inclement weather, civil commotion, unavoidable fire or other casualty, or other causes of a like nature beyond the reasonable control of Grantee that delays or prevents the Improvement Activities.

3. Use of Easement Area by Grantee. Prior to commencing any Improvement Activities on the Grantor Property, Grantee shall notify Grantor of its intent to commence such activities and the parties shall establish by mutual agreement the date and time for the commencement of such activities, which date and time cannot be more than seven (7) days after Grantee provides its notice to Grantor. From and after the Effective Date, and until the expiration of the Term: (i) Grantee will not complete any other work within the Easement Area other than the Improvement Activities without first obtaining Grantor's prior written consent (not to be unreasonably withheld or delayed); (ii) Grantee will use all reasonable care in exercising its rights under this Agreement so as not to cause damage to other improvements located on the Grantor Property; and (iii) all Improvement Activities completed by Grantee pursuant to the rights granted hereunder shall be completed in a good and workmanlike manner and in accordance with all applicable laws, and upon completion of such work, Grantee will remove all debris and restore the Grantor Property as nearly as possible to the condition it was in prior to the commencement of such work. Grantee shall not permit any lien or claim of preconstruction, construction, mechanic's, materialman's contractor's, subcontractor's or repairman to be recorded against Grantor's Property or any part thereof for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Grantee. Notwithstanding the foregoing, in the event any lien is so recorded against Grantor's Property, then Grantee, within fifteen (15) days after receipt of written notice from Grantor, shall either (i) pay and discharge such lien or (ii) record a bond in such amount as is sufficient under RCW 60.04.161 to release the Grantor Property from the lien and contest the amount or validity of any lien by appropriate legal proceeding. If Grantee fails within thirty (30) days after the date of the lien is recorded to either pay or discharge the lien or record a bond sufficient to secure its removal, Grantor shall have the right to settle said lien or claim directly and recover from Grantee the cost of the settlement, together with reasonable attorneys' fees incurred in such effort and accrued interest at 12% per annum on such amount from the date of Grantor's payment of any settlement amount until paid by Grantee.

4. Costs. Grantee will be solely responsible for all costs associated with the Improvement Activities contemplated by this Agreement.

5. Insurance. During Grantee's use of the Easement Area under this Agreement, Grantee, its general contractor and its subcontractors shall maintain comprehensive public liability insurance, in at least the following amounts and containing at least the following coverages and endorsements (including coverage for damage to neighboring properties caused by construction activities): (i) Commercial general liability (including premises/operations; independent contractor's protective; products and completed operations and broad form property damage) with coverage in a combined single limit in the minimum amount of \$2,000,000; (ii) Products and completed operations coverage shall include a broad form property damage endorsement, to be maintained for three (3) years after expiration of the Term; (iii) if such entity has employees, worker's compensation coverage as required by law and (iv) Grantor shall be named as an additional named insured on the policies required pursuant to this Section 5 above. During activities in the Easement Area, Grantor shall be an additional insured on such liability insurance coverage and Grantee shall provide Grantor with a certificate of insurance evidencing that such coverage is in place and confirming that such insurance shall not be canceled without prior notice to Grantor. Such insurance shall provide that Grantor shall have the right to receive proceeds thereunder to the same extent as though it were a third party.

6. Special Conditions.

a. Construction Hours. All activities in the Easement Area shall be limited to the hours of 8am-6pm, Monday - Friday. No activities shall be conducted in the Easement Area during Saturdays/Sundays/Holidays.

b. Construction Activity: Disturbance of Residents. Grantee, its contractors and agents, shall use its best efforts to perform all activities in the Easement Area in a manner that does not disturb residents of the building(s) on the Grantor Property. Grantee shall adopt and shall use good faith efforts to enforce reasonable rules and construction measures in furtherance of the foregoing and to promote harmony between such construction activities and the residents of the building(s) including, without limitation, restrictions on loud music and swearing, installation of safety fencing and adoption of dust control measures.

c. Access. Grantee shall access the Easement Area and stage and perform all Improvement Activities directly from Grantee Property. No access (vehicular or non-motorized) to the Easement Area shall be permitted through any portion of the Grantor Property other than the Easement Area.

d. Parking/Storage. Grantee shall not park or store vehicles, construction machinery or construction materials on Grantor's Property, including within the Easement Area.

e. Hazardous Materials. Grantee shall not generate, release, store, deposit, transport, or dispose of (collectively "Release") any hazardous substances, sewage, petroleum products, hazardous materials, toxic substances or any pollutants or substances, defined as hazardous or toxic in applicable federal, state and local laws and regulations ("Hazardous Substances") in, on or about the Grantor Property. Grantee shall indemnify and defend (with counsel approved by Grantor) Grantor, and hold Grantor harmless, from and against any and all claims, liabilities, losses, damages, cleanup costs, and expenses (including reasonable attorneys' fees) arising out of or in any way relating to the Release by Grantor or any of its agents, representatives, employees or invitees, in, on or about the Grantor Property occurring as a result of or in connection with the exercise of Grantee's rights under this Agreement. Nothing in this Section 6(e) shall prohibit the presence of fuel, lubricants, hydraulic fluids or other fluids in the engines or hydraulic systems of vehicles or equipment used on the Grantor Property to perform the Improvement Activities in amounts necessary for the normal operation of such vehicles and equipment; provided that no

refueling, topping-off or changing of fluids in vehicles or equipment shall be performed on the Grantor Property. The provisions of this paragraph shall survive the expiration or termination of this Agreement for a period of thirty-six (36) months.

f. Driveways. Grantee shall use its best effort to ensure that vehicular access to all driveways serving the Grantor Property is continuously maintained for the exclusive use of the residents, guests and invitees of the residents in the building(s) on the Grantor Property. Grantee shall use its best effort during construction to minimize blocking or impairing access and use of such driveways including, without limitation, by construction machinery, materials, vehicles, or anything which would block access to either driveway by residents, guests or invitees using the Grantor Property, including garbage pickup, mail delivery, food delivery and other deliveries. Grantee acknowledges that deliveries are often accepted at the east side of the building(s) located on the Grantor Property, utilizing driveways that exist within the Easement Area.

g. Dust; Window Cleaning. On Grantor's request during the Term, which shall not be made more frequently than once per month, Grantee shall cause the windows on the east and south side of the building(s) on the Grantor Property to be washed. Before window washing commences, the Parties will consult with each other and agree upon the windows on the east and south side of the building(s) to be washed under this Section 6(g).

7. Indemnification. Grantee's, and its contractors', use of the Easement Area shall be at Grantee's sole expense and risk. Grantee shall defend, indemnify and hold harmless the Grantor from and against all debts, duties, obligations, liabilities, liens, suits, claims, demands, causes of actions or judgments, damages, losses, costs, and expenses (including, without limitation, reasonable legal expenses and attorneys' fees with respect to the same or to enforce the foregoing) incurred by reason of or in connection with investigating or resisting the same for injury to person, loss of life or damage to property caused by or in any way arising out of Grantee's, and its contractor's, use of, or activities in, the Easement Area in connection with performing the Improvement Activities, except to the extent caused by the gross negligence or willful misconduct of Grantor. FOR THE SOLE PURPOSE OF GIVING FULL FORCE AND EFFECT TO THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND NOT FOR THE BENEFIT OF GRANTEE'S EMPLOYEES OR ANY UNRELATED THIRD PARTIES, GRANTEE SPECIFICALLY AND EXPRESSLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED IT UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. The provisions of this paragraph shall survive the expiration or termination of this Agreement for a period of thirty-six (36) months.

8. Notices. All notices, communications or approvals under this Agreement shall be in writing and shall be delivered by personal service by certified or registered mail, postage prepaid, return receipt requested, or by fax or email, to the Grantor and Grantee at the addresses set forth next to their signatures below. Notices shall be effective (i) three business days after being mailed by certified mail, return receipt requested, (ii) when personally delivered, (iii) upon receipt if sent by fax or email with confirmation of delivery, or (iv) upon receipt when sent by recognized overnight courier service. By giving to the other Party at least five days' written notice thereof, each of the Parties shall have the right from time to time to change its address for notices.

9. Breach of Obligations. If after sixty (60) days prior written notice by Grantor to Grantee specifying Grantee's violation of this Agreement and Grantee has not remedied such violation, Grantor shall have the right to remedy such violation and Grantee shall reimburse Grantor for the reasonable cost incurred by Grantor in connection therewith within thirty (30) days following the date of Grantor's written request to Grantee for payment of such costs and, if such payment is not timely received, such amount shall

thereafter accrue interest at twelve percent (12%) per annum until paid. The provisions of this Section 9 shall not be deemed to extend the Term of this Agreement and the Parties agree that time is of the essence with respect to completion of the Improvement Activities during the Term. Nothing in this Section 9 shall prevent Grantor from seeking to enforce the terms of this Agreement by any other means at law or equity including, without limitation, by seeking injunctive or declaratory relief, together with costs and reasonable attorneys fees. The rights provided in this Declaration shall be in addition to any rights provided at law or equity.

10. Not a Public Dedication. The Construction Easement established by this Agreement shall be for the benefit of and restricted solely to the use of the Parties, their agents, employees, contractors, members, tenants, invitees, successors, and assigns, and may be used only for the purposes described in this Agreement. Nothing contained in this Agreement shall be deemed to be a public dedication of any portion of Grantor Property or Easement Area in the general public or for the general public or for any public purposes whatsoever.

11. Covenants Run with the Land. The Construction Easement, benefits, and obligations contained in this Agreement: (i) will be deemed to be covenants that run with each of the Properties; (ii) will bind every person having any fee, leasehold or other interest in any portion of the Properties at any time or from time-to-time to the extent that such portion is affected or bound by the covenant, restriction or provisions to be performed on such portion; and (iii) will inure to the benefit of and will be binding upon the Parties, and their respective successors and assigns as to their respective Properties and to the benefit of mortgagees, lessees, and sublessees, under mortgages, leases, and subleases covering the Properties, or any portion thereof and beneficiaries and trustees under deeds of trust covering the Properties, or any portion thereof. The Construction Easement and rights granted or created in this Agreement are appurtenances to the applicable portions of the Properties, and no such easement and rights may be transferred, assigned, or encumbered, except as an appurtenance to such portions.

12. Consent to Modification. This Agreement and any provision, covenant, or license contained in this Agreement may be terminated, extended, modified, or amended only with the written consent of the Parties, or the then owners of each of the Properties; *provided*, however, that no termination, extension, modification, or amendment of this Agreement shall be effective unless a written instrument setting forth the terms thereof has been executed, acknowledged, and recorded in the offices of the King County Auditor.

13. Severability. If for any reason any provision of this Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.

14. No Waiver. Failure to enforce any provision, restriction, covenant, remedy, or condition in this Agreement will not operate as a waiver of any such provision, restriction, covenant, remedy, or condition or of any other provisions, restrictions, covenants, remedies, or conditions.

15. Not a Partnership. By this Agreement, the Parties do not, and any successors or assigns of the Parties shall not, in any way or for any purpose become partners or joint venturers of the other, or of any Party's successors or assigns.

16. Construction. Wherever used in this Agreement, unless the context provides otherwise, the singular form will include the plural, the plural will include the singular, and the use of any gender will

include all genders. The section headings set forth in this Agreement are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Agreement or any section or provision hereof.

17. Entire Agreement; Interpretation. This Agreement constitutes the entire agreement between the Parties with respect to the Construction Easement. By executing this Agreement, the Parties specifically intend that this Agreement shall supersede all prior agreements and understandings between the Parties relating to the subject matter of this Agreement. It is expressly agreed that there are no verbal understandings or other agreements which in any way change the terms, covenants and conditions set forth in this Agreement. References to Grantor and Grantee will be deemed to refer to their respective successors and assigns.

18. Miscellaneous. The recitals above are hereby incorporated by reference in this Agreement as though fully set forth in this Agreement. In the event either Party commences an action related to this Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs incurred therein, including any on appeal. This Agreement will be governed by the laws of the State of Washington. Any action related to this Agreement shall be brought in King County, Washington, and the Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue. This Agreement may be executed in counterparts, all of which shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the Effective Date.


GRANTOR:

ISSAQUAH GATEWAY SR DEVELOPMENT, LLC
a Washington limited liability company

By:

Name:

Its:


H. Curtis Keller
Secretary

Address: c/o The Wolff Company
542 1st Avenue South, 4th Floor
Seattle, WA 98104
Attn: LaJerald Jackson
Phone: (480) 315-9595
Fax:
Email: ljackson@awolff.com

GRANTEE:

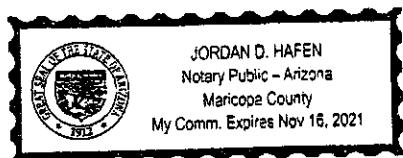

JACQUELINE L. HILDRETH, as her separate estate

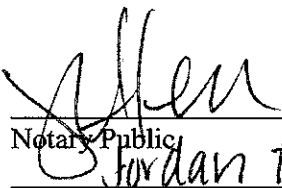
Address: c/o Rebecca Holmberg
7717 127th Street Court E.
Puyallup, WA 98373
Phone: 253.347.2240
Email: emrholmie@gmail.com, jlh71848@aol.com

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 10th day of July, 2019, before me, personally appeared H. CURTIS KELLER, known to me to be an authorized agent of ISSAQUAH GATEWAY SR DEVELOPMENT, LLC, the limited liability company that executed the within instrument and acknowledged the said instrument to be the free and voluntary act of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said limited liability company.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written





Notary Public (Signature)
Jordan D. Hafen

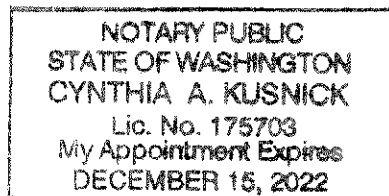
(Print Name)


My commission expires: 11/16/2021

STATE OF Washington)
County of Island) ss.

On this 5th day of July, 2019, before me personally appeared Jacqueline L. Hildreth, the individual that executed the foregoing instrument, and acknowledged the said instrument to be her free and voluntary act, for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and official seal on the day and year first above written




Notary Public (Signature)
Cynthia A Kusnick
(Print Name)

My commission expires: 12.15.2022

EXHIBIT A

**GRANTOR PROPERTY
LEGAL DESCRIPTION**

Lot 4 of City of Issaquah Lot Line Adjustment No. LLA 15-00007, according to the lot line adjustment thereof recorded October 20, 2016 under Recording No. 20161020900008, records of King County, Washington, being a portion of Government Lot 5 and the Northwest Quarter of the Southwest Quarter of Section 20, Township 24 North, Range 6 East, Willamette Meridian, in King County, Washington. Situate in the County of King, State of Washington.

Situate in the County of King, State of Washington.

Tax Parcel No.: 202406-9058

EXHIBIT B

**GRANTEE PROPERTY
LEGAL DESCRIPTION**

THAT PORTION OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY MARGIN OF STATE HIGHWAY NO. 2-D AT A POINT 149.08 FEET NORTH, AS MEASURED AT RIGHT ANGLES, OF THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20 "SAID NORTH LINE BEARS NORTH 89°40'25" EAST"; THENCE SOUTH 88°21'25" EAST 501.50 FEET;
THENCE SOUTH 2°11'08" WEST 405.95 FEET;
THENCE NORTH 87°53'56" WEST 209.11 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 1°41'00" WEST 357.12 FEET, MORE OR LESS, TO SAID EASTERLY MARGIN OF HIGHWAY;
THENCE NORTHERLY ALONG SAID HIGHWAY MARGIN 450.10 FEET, MORE OR LESS, TO A POINT THAT BEARS NORTH 87°53'56" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°53'56" EAST 250.48 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

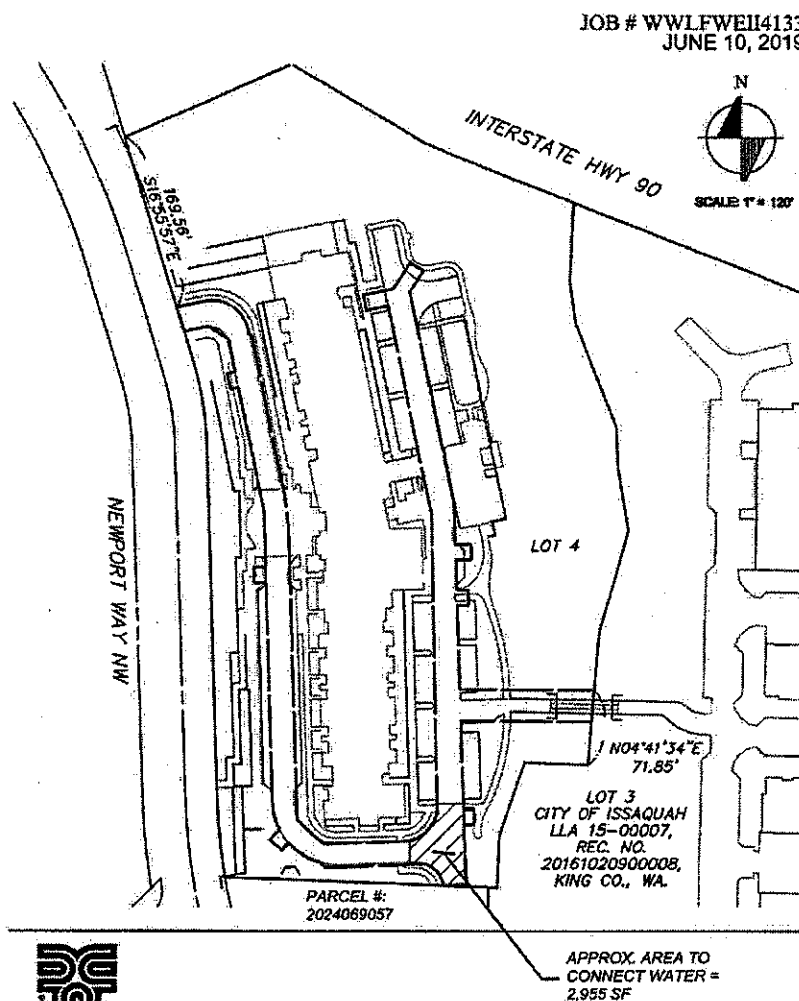
SITUATE in the CITY OF Issaquah, County of King, STATE OF WASHINGTON.

Tax Parcel No. 202406-9057

EXHIBIT C

**TEMPORARY CONSTRUCTION EASEMENT
DEPICTION OF APPROXIMATE LOCATION OF PORTION OF EASEMENT AREA**

APPROXIMATE AREA REQUIRED TO CONNECT PARCEL #: 2024069057
TO PUBLIC WATER WITHIN LOT 4

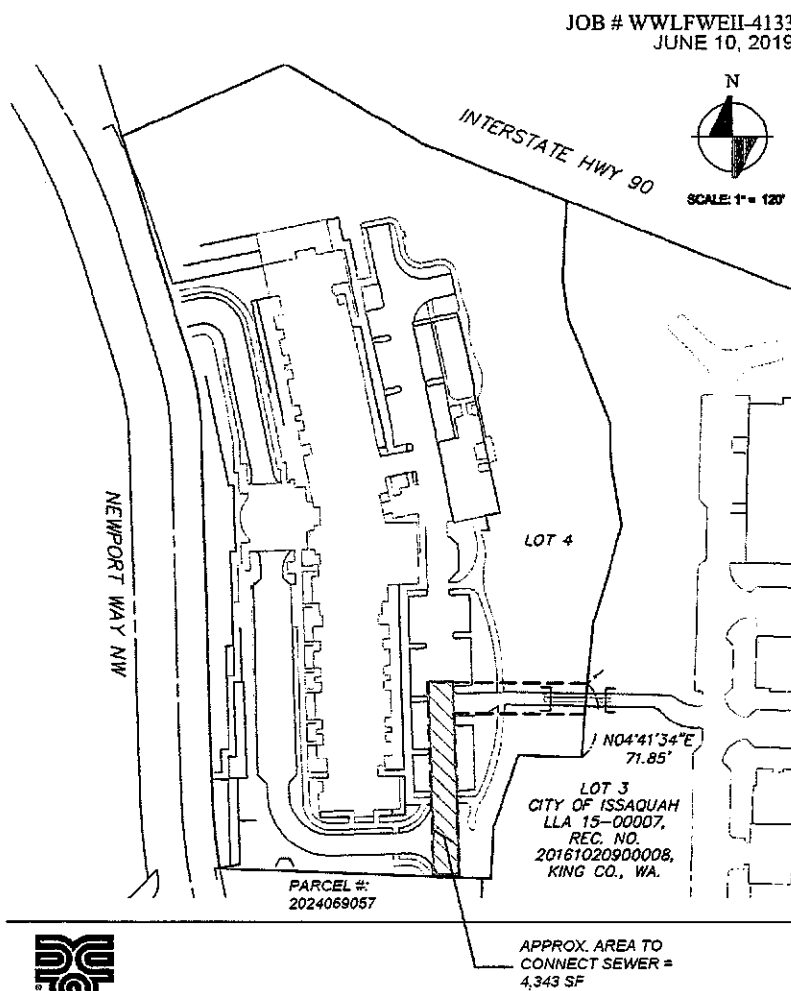


DE
**DAVID EVANS
AND ASSOCIATES INC.**
20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT D

**TEMPORARY CONSTRUCTION EASEMENT
DEPICTION OF APPROXIMATE LOCATION OF PORTION OF EASEMENT AREA**

APPROXIMATE AREA REQUIRED TO CONNECT PARCEL #: 2024069057
TO PUBLIC SEWER WITHIN LOT 4



**DAVID EVANS
AND ASSOCIATES, INC.**
20300 Woodinville Snohomish Rd. NE, Ste A
Woodinville Washington 98072
Phone: 425.415.2000

EXHIBIT E

IMPROVEMENT ACTIVITIES

[See Following Attached Page]

